

RESOLUTION NO. 2021-117

RESOLUTION BY THE HEALTH AND HUMAN DEVELOPMENT COMMITTEE AUTHORIZING ENTRY INTO POINT OF DISPENSING SITE AGREEMENTS WITH THE BURLINGTON AREA SCHOOL DISTRICT AND RACINE UNIFIED SCHOOL DISTRICT

To the Honorable members of the Racine County Board of Supervisors:

WHEREAS, the Racine County Public Health Division, a local health department, has responsibility for protecting citizens of the community from infectious disease outbreaks and responding to other public health threats and emergencies; and

WHEREAS, the Point of Dispensing Site (POD) Agreements, set forth in Exhibits A-B, with the Burlington Area and Racine Unified School Districts, will establish a POD site in the organizations' facilities in the event of an infectious disease outbreak or other public health threat or emergency requiring activation.

NOW THEREFORE BE IT RESOLVED by the Racine County Board of Supervisors that the Point of Dispensing Site Agreements with the Burlington Area and Racine Unified School Districts as set forth in Exhibits A and B are hereby authorized and approved subject to any amendments, modifications and edits as deemed necessary and appropriate by the Corporation Counsel and the Human Services Director; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Executive, the County Clerk and/or the County Board Chairman are authorized to execute any contracts, agreements, amendments, or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

HEALTH AND HUMAN DEVELOPMENT COMMITTEE

2nd Reading _____

Scott Maier, Chairman

Adopted _____

Robert N. Miller, Vice Chairman

For _____

Against _____

Absent _____

Fabi Maldonado, Secretary

VOTE REQUIRED: Majority

Prepared by:
Corporation Counsel

Jason Eckman

Eric Hopkins

Jody Spencer

The foregoing legislation adopted by the County Board of Supervisors of Racine County, Wisconsin, is hereby:

Approved: _____

Vetoed: _____

Date: _____,

Jonathan Delagrave, County Executive

EXHIBIT A

POINT OF DISPENSING SITE AGREEMENT To Dispense Medical Countermeasures During a Public Health Threat or Emergency

This agreement is made and entered into on the ___ day of _____ by and between Racine Burlington Area School District – Burlington High School (the "Organization") and the Racine County Public Health Division (the "Agency").

I. BACKGROUND

The local public health department has responsibility for protecting the citizens of their community from infectious disease outbreaks and responding to other public health threats and emergencies. Local public health departments, in cooperation with the state and federal government and the Centers for Disease Control and Prevention, have established response protocols for the set-up and operation of Point of Dispensing (POD) sites (aka mass clinics) in the event of an infectious disease outbreak or other public health threat or emergency in order to dispense medical countermeasures (MCM).

II. PURPOSE

This agreement is signed for the purpose of establishing a POD site in the Organization's facility in the event of an infectious disease outbreak or other public health threat or emergency. The site has been evaluated by the Agency and is determined to be suitable for public health dispensing of MCM (pills or vaccines). Upon request, the Agency will provide the Organization with a copy of the Organization's Site-Specific POD Plan.

III. SITE ACTIVATION

The Organization's POD site may be activated in the event of an infectious disease outbreak or other public health threat or emergency as set forth in the Agency's POD Plan. This may include an event where the governor has declared a state of emergency.

- A. The Agency will provide the Organization with a contact list of administrative personnel available twenty-four (24) hours a day, seven (7) days a week who have the authority to request the activation of a public health POD site. The Agency will provide the Organization with updates to reflect changes in personnel or responsibilities.
- B. The Organization agrees to provide the Agency with a contact list of administrative personnel available twenty-four (24) hours a day, seven (7) days a week who are authorized to open and provide support for operations and equipment use at the POD site. The Organization will provide the Agency with updates to reflect changes in personnel or responsibilities. When a public health threat or emergency has been identified, an authorized Agency representative will contact the appropriate Organization representative as indicated and request that the POD site be occupied by the Agency.

- C. At the time of POD site activation, the "Release of Facilities for Occupancy" form (Attachment A) will be signed by the Agency and the Organization, at which time the Organization's security codes and keys shall be provided to the Agency or the Organization will provide personnel to open and maintain the facility.
- D. Subject to the Agency's authority to suspend and preempt everyday functions of the POD site as set forth below, the Organization remains in control of the management and daily operations of the physical facilities and all other areas and resources that are in use by the Agency.

IV. USE OF PHYSICAL FACILITIES AND EQUIPMENT

The Organization agrees to provide use of its facility and equipment for the purpose of a public health POD to the Agency without compensation for the use of the facility in the event a public health emergency is declared. The Organization understands that the everyday functions of the facility may be suspended and preempted by the Agency.

- A. The Organization agrees to provide the Agency the right to access and use of the physical facilities and equipment as defined in the Site-Specific POD Plan as soon as possible but not later than twenty-four (24) hours after notification from the Agency. The Agency agrees that it shall exercise reasonable care while conducting its activities in the Organization's facilities and while utilizing the Organization's equipment.
- B. The Agency will ensure that adequate security is maintained.
- C. During the period of occupancy, the Agency agrees to replace or reimburse the Organization for any personnel and supplies that may be used in the dispensing of MCM at a usual and customary rate.
- D. The Agency agrees to keep an accounting of all Organization personnel hours and supplies utilized during the period of occupancy.
- E. The Organization agrees to keep an accounting of all Organization costs over and above the usual and customary expenses for operation, however the Organization understands that all of these costs may not be reimbursable due to restrictions in local, state and federal agency emergency fund guidelines.

V. SITE TERMINATION

The POD site will be terminated after it has been determined by the Agency that the public health needs of the community have been met. Upon termination of occupancy, the Agency will return the use of the site to the Organization.

- A. Upon termination of occupancy, representatives from the Organization and the Agency will tour the site and determine suitability for return to normal business operations.

- B. Upon termination of occupancy, the "Termination of Occupancy" (Attachment A) form will be signed by the Agency and the Organization at which time the Organization's security codes and pass keys shall be returned by the Agency, the latter if applicable.

VI. NOTICE OF CHANGE IN OWNERSHIP OR STATUS

The Organization agrees to provide sixty (60) days advance notification to the Agency of any changes in ownership or any planned physical changes in the facility that would affect the ability to utilize the POD site for the purposes stated in this Agreement. In the event of an emergency situation that would disable the POD site, the Organization will notify the Agency within twenty-four (24) hours.

VII. REQUEST FOR PUBLIC RECORD

The Organization agrees to give the Agency a three-day notice of any public record requested related to the Site-Specific POD Plan.

VIII. MUTUAL INDEMNIFICATION AND HOLD HARMLESS

The Agency hereby expressly agrees to indemnify and hold the Organization and its agents, consultants, officers and employees harmless from and against all claims, causes of action, judgments, damages, penalties, fines, costs or loss (including reasonable fees for attorneys and consultants) and liability of every kind and nature, for injury (including death) or damage received or sustained by any person or entity in connection with this Agreement or arising out of the rights and obligations set forth in this Agreement, except to the extent as such claims or liability arise by virtue of the negligence or willful misconduct of the Organization or any of its agents, consultants, officers or employees.

The Organization hereby expressly agrees to indemnify and hold the Agency and its agents, consultants, officers and employees harmless from and against all claims, causes of action, judgments, damages, penalties, fines, costs or loss (including reasonable fees for attorneys and consultants) and liability of every kind and nature, for injury (including death) or damage received or sustained by any person or entity in connection with this Agreement or arising out of the rights and obligations set forth in this Agreement, except to the extent as such claims or liability arise by virtue of the negligence or willful misconduct of the Agency or any of its agents, consultants, officers or employees.

Nothing contained within this Agreement is intended to be a waiver or estoppel of the Organization, Agency or their agents, consultants, officers, employees, or insurers to rely upon the limitations, defenses and immunities contained within Wisconsin law, including those contained within Sections 893.80, 895.52 and 345.05 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the above parties shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

IX. ADDITIONAL INSURED

Racine County is self-insured for its worker's compensation claims. As part of this self-insured plan, resources are budgeted annually in the Racine County General Fund to meet potential losses. Third-party coverage is maintained for individual worker's compensation claims in excess of \$450,000 for regular claims and includes coverage for claims that involve federal benefits (USL & H and Jones Act). The excess policy provides coverage up to statutory limits in additional available payments per occurrence after the \$450,000 retention has been met. This policy is administered through Cannon Cochran Management Services, Inc. (CCMSI). Racine County self-insures for public liability and automobile coverage and is subject to the liability limits expressed in Wisconsin State Statutes. Racine County also carries an excess liability policy with a \$1,000,000 retention that covers claims between \$1 million and \$6 million and affords coverage for wrongful acts. Racine County maintains a reserve fund balance in its annual budget and has taxing authority to support any losses within the retention amount and beyond the coverage amount. Racine County shall endeavor to provide 30 days prior written notice to Burlington High School of any cancellation, non-renewal or material modification of the excess liability insurance policy. Burlington High School will be added as an additional insured on Racine County's excess liability policy but only in respect to acts or operations by or on behalf of Racine County as set forth herein and pursuant to this Agreement. Racine County will provide a Certificate of Insurance evidencing their excess Worker Compensation and Liability coverages with additional insured status for Burlington High School on the liability excess policy.

X. TERM OF AGREEMENT

This agreement becomes effective on the date when both parties have executed authorized signatures and will terminate three (3) years thereafter. Either Party may terminate its participation in this Agreement by providing sixty (60) days notice in writing to the opposite Party.

Authorized Signature
Name: Daniel Bocoock, Director of Buildings and Grounds
Organization: Burlington Area School District

Date

Authorized Signature
Name: Jeff Langlieb, Health Officer
Agency: Racine County Public Health Division

Date

RELEASE OF POINT OF DISPENSING (POD) SITE FOR OCCUPANCY

This is to certify that Case High School (the "POD Site") is temporarily released for occupancy to Central Racine County Health Department (the "CRCHD") beginning _____ at _____.
(Date) (Time)

Designated areas of use include:

Authorized Signature
POD Site

Authorized Signature
Racine County Public Health Division

TERMINATION OF OCCUPANCY

This is to certify that Central Racine County Health Department (the "CRCHD"), has terminated occupancy to Case High School (the "POD Site") effective _____ at _____.
(Date) (Time)

Authorized Signature
POD Site

Authorized Signature
Racine County Public Health Division

EXHIBIT B

POINT OF DISPENSING SITE AGREEMENT To Dispense Medical Countermeasures During a Public Health Threat or Emergency

This agreement is made and entered into on the ___ day of _____ by and between Racine Unified School District – J.I Case High School (the "Organization") and the Racine County Public Health Division (the "Agency").

I. BACKGROUND

The local public health department has responsibility for protecting the citizens of their community from infectious disease outbreaks and responding to other public health threats and emergencies. Local public health departments, in cooperation with the state and federal government and the Centers for Disease Control and Prevention, have established response protocols for the set-up and operation of Point of Dispensing (POD) sites (aka mass clinics) in the event of an infectious disease outbreak or other public health threat or emergency in order to dispense medical countermeasures (MCM).

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- A. The Agency will provide the Organization with a contact list of administrative personnel available twenty-four (24) hours a day, seven (7) days a week who have the authority to request the activation of a public health POD site. The Agency will provide the Organization with updates to reflect changes in personnel or responsibilities.
- B. The Organization agrees to provide the Agency with a contact list of administrative personnel available twenty-four (24) hours a day, seven (7) days a week who are authorized to open and provide support for operations and equipment use at the POD site. The Organization will provide the Agency with updates to reflect changes in personnel or responsibilities. When a public health threat or emergency has been identified, an authorized Agency representative will contact the appropriate Organization representative as indicated and request that the POD site be occupied by the Agency.

- C. At the time of POD site activation, the "Release of Facilities for Occupancy" form (Attachment A) will be signed by the Agency and the Organization, at which time the Organization's security codes and keys shall be provided to the Agency or the Organization will provide personnel to open and maintain the facility.
- D. Subject to the Agency's authority to suspend and preempt everyday functions of the POD site as set forth below, the Organization remains in control of the management and daily operations of the physical facilities and all other areas and resources that are in use by the Agency.

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- B. The Agency will ensure that adequate security is maintained.
- C. During the period of occupancy, the Agency agrees to replace or reimburse the Organization for any personnel and supplies that may be used in the dispensing of MCM at a usual and customary rate.
- D. The Agency agrees to keep an accounting of all Organization personnel hours and supplies utilized during the period of occupancy.
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X. TERM OF AGREEMENT

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Authorized Signature
Name:
Organization: Racine Unified School District

Date

Authorized Signature
Name: Jeff Langlieb, Health Officer
Agency: Racine County Public Health Division

Date

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POD Site

Authorized Signature
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TERMINATION OF OCCUPANCY

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(Date) (Time)

Authorized Signature
POD Site

Authorized Signature
Racine County Public Health Division