



**COUNTY OF RACINE  
HEALTH AND HUMAN DEVELOPMENT COMMITTEE & HUMAN SERVICES BOARD**

**Health and Human Development Committee**

Supervisor Robert N. Miller, Chairman  
Supervisor Scott Maier, Vice Chairman  
Supervisor Eric Hopkins, Secretary  
Supervisor Renee Kelly  
Supervisor Q.A. Shakoor, II  
Supervisor Jody Spencer  
Supervisor Olga White  
Will Casterton, Youth in Governance Representative  
Jamillah Jallow, Youth in Governance Representative

**Human Services Board**

Brenda Danculovich, Citizen  
Supervisor Scott Maier  
Rajeeyah McWhorter, Citizen  
Supervisor Q.A. Shakoor, II  
Supervisor Don Trottier  
Rhonda Zuck, Citizen

---

**NOTICE OF JOINT MEETING OF THE  
HEALTH AND HUMAN DEVELOPMENT COMMITTEE & HUMAN SERVICES BOARD**

**DATE: Monday, November 13, 2023**  
**TIME: 5:00 p.m.**  
**PLACE: Ives Grove Office Complex – Auditorium  
14200 Washington Avenue  
Sturtevant, WI 53177**

\*\*\* THIS LOCATION IS HANDICAP ACCESSIBLE. If you have special needs please contact the Racine County Human Services Department, 1717 Taylor Avenue, Racine, Wisconsin, (262) 638-6646 or for hearing impaired for TTY, TTD/Relay Service 711 or 1-800-947-3529. \*\*\*

---

**AGENDA**

1. Call to Order/Roll Call
2. Chairman Comments -- Youth In Governance Statement
3. Public Comments
4. Approval of Minutes from the October 9, 2023 Joint Meeting of the Racine County Health and Human Development Committee & Human Services Board -- **ACTION**
5. Extension of Environmental Health MOU with City of Racine Public Health Department – Jeff Langlieb -- **INFORMATION ONLY**
6. Group Homes – Jelena Jones
7. HSD Capital Construction Update – Hope Otto
8. Correspondence and Other Business
9. Next Meeting Date – December 11, 2023 – Ives Grove Office Complex
10. Adjournment

Robert N. Miller, Chairman  
Health and Human Development Committee

**NOTE: If members anticipate needing additional information, please contact Hope Otto or Human Services staff by Monday before noon.**

November 6, 2023

TO: Vikki Prochaska  
Chair, Racine County Public Health Division Board of Health

FROM: Jeffrey Langlieb  
Health Officer

RE: Extension of Environmental Health Memorandum of Understanding  
(MOU) with City of Racine Public Health Department

In August 2022, Racine County Public Health Division (RCPH) entered into an MOU with the City of Racine Public Health Department to establish a legal framework by which to assist them with routine environmental health inspections of retail food establishments in the City of Racine. This MOU was extended through 2023 by mutual agreement from City of Racine and RCPH, and remains in effect through the end of 2023. Since the MOU's inception, RCPH conducted 62 inspections of retail food establishments in the City of Racine and was reimbursed in the amount of \$8,191.80.

On October 24, 2023, Dottie Kay Bowersox, City of Racine Public Health Administrator, formally requested extension of this agreement into 2024. RCPH management team met to discuss this request and determined we have the capacity to meet the terms of the agreement in 2024. We hereby request an advisory vote from Racine County Public Health Division Board of Health to continue this arrangement through 2024. The amended agreement is attached for reference, and this memo is being furnished to Racine County Health and Human Development Committee at their November 13, 2023 meeting for information only. Thank you for your consideration.

cc: Director Hope Otto, Racine County Human Services Department  
Supervisor Robert Miller, Racine County Health and Human Development  
Committee Chair



## Agreement for the position of Sanitarian I

This agreement is entered on the 16th day of November, 2023 between The City of Racine Public Health Department, an incorporated Wisconsin Municipality and Racine County Public Health Division, representing the County with jurisdiction of Racine County herein known as the County. All aspects of this agreement shall be administered in their entirety by the City of Racine Public Health Department, known as the Public Health Department.

### Definitions

#### 1. Sanitarian I:

The Sanitarian I is first and foremost, a Sanitarian I as defined by the State of Wisconsin Statute ATCP 74. The Sanitarian I shall be compliant with all legal criteria of Wisconsin State Statute and City of Racine Ordinances and shall possess a valid and current driver's license in the State of Wisconsin.

The Sanitarian I is an employee of the County, not covered by employment laws applicable to City of Racine Employees, and shall not receive any of the employment benefits available to employees of the City.

#### 2. Meetings:

In person or via phone, email, or fax, with Public Health Department employees to review Public Health Department procedures, client services, or other aspects of Public Health Department services to ensure best practices, and optimal outcomes for services.

#### 3. Inspections:

**Routine Inspection:** Perform inspections in restaurant and/or retail food stores examining how food is handled, stored, temperature controlled, equipment, hygiene and health of employees.

**Reinspection:** Perform follow-up inspections on health code violations that were found on the routine inspection.

### Objectives

The objective of this Agreement is to provide a legal framework by which the City of Racine may retain the services of a Sanitarian I to facilitate the environmental needs of the Public Health Department and satisfy statutory requirements imposed by Federal, State, and Local Laws. The core parts of this process include:

1. Review of records submitted by the Public Health Department.
2. Facilitate timely, appropriate and effective environmental Health restaurant inspections both permanent and temporary.
3. General consultations to facilitate best practices and state-of-the-art methods and protocols.

## **Multi-Part Agreement**

This Agreement references four (4) documents:

1. This Contract.
2. Wisconsin Statute, ATCP 74, Local Agents and Regulations.
3. Wisconsin Statute, Department of Safety and Professional Services, Chapter 440.
4. Wisconsin Department of Health and Family Services, Administrative Rule, HFS 140, Required Services of Local Health Department.

## **Term and Termination**

1. This Agreement will commence on the date signed by both parties and shall terminate at the end of the year with an option to renew for one (1) year increments, if mutually agreed upon.
2. This Agreement may be terminated by either party without cause upon submission of thirty (30) days written notice to the other party.

## **Roles and Responsibilities**

### **The City of Racine Shall:**

1. Reimburse the Sanitarian I as follows:
  - 1.1. The Sanitarian I shall receive Sixty-Two Dollars and seventy-six cents (\$62.76) per hour for every hour of service. The Sanitarian I shall attempt to complete at a minimum, two (2) weekly inspections.
  - 1.2. The Sanitarian I shall submit an invoice each month, of each year, this Agreement is in force.
2. Ensure timely submission of records/reports to the Sanitarian I for review.
3. Ensure that employees allocate appropriate time for Agreement related processes.
4. Not provide supervisory assignments.
5. Resolve any employee or inter-departmental issues through the Director of Environmental Health or Public Health Administrator.

### **The Sanitarian Shall:**

1. Maintain current status as a Sanitarian I or increase to a Registered Sanitarian II to practice within the State of Wisconsin for the duration of this Agreement as well as shall possess a valid and current driver's license in the State of Wisconsin.
2. Maintain their employment as a County employee.
3. Engage appropriate Public Health Department employees to assure, safe, efficient, and effective operations.
4. Review and enforce protocols/policies to provide quality assurance and ensure compliance with best practices, along with Federal, State and Local mandates for Environmental Health Services.

5. Counsel, educate, and / or collaborate with members of the Public Health Department regarding occupational or environmental hazard health related issues.
6. Participate in the acquisition, organization, and analysis of public health data.
7. Observe minimum amount of Environmental Health food inspection as identified in this document with written review submitted no later than five days after inspection. The City shall provide a computer, laptop or tablet with Health Space to ensure documentation can be completed in a timely manner.
8. Provide professional direction and assist with planning of the work/inspections.

#### **Additional Provisions**

1. Changes to this Agreement shall be approved in writing by both parties.
2. An action for breach of this Agreement cannot be brought more than one (1) year after the accrual of the cause of action.
3. This Agreement shall be governed and controlled by the laws of the state of Wisconsin as to interpretation, enforcement, validity, construction, and effect and in all other respects. Any action arising out of this Agreement shall be brought and conducted in Racine, Wisconsin, including arbitration and/or mediation proceedings, if applicable.
4. The parties agree that any conflict(s) which may arise concerning the administration or performance of this Agreement shall be submitted to binding arbitration according to Wisconsin law and the rules established by the American Arbitration Association. The parties shall equally bear the arbitrator's fees and expenses. The arbitration hearing and related proceedings shall be conducted in Racine, Wisconsin. Judgments upon the award rendered may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement.
5. This Agreement constitute the entire agreement between the parties and shall be deemed to supersede and cancel any other Agreement between the parties relating to the transactions contemplated in this Agreement. None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this Agreement leading up to its execution and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this Agreement has been made or relied on by either party. Each party acknowledges and agrees that the terms and conditions of this Agreement are the result of the negotiations of the parties, each having the benefit of counsel, and that this Agreement should be construed as a neutral Agreement.
6. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or by registered or certified mail (return receipt requested), addressed as follows (or any other address that is specified in writing by either party):

If to the Health Department: City of Racine Public Health Department  
City Hall Room 109  
730 Washington Avenue  
Racine, WI 53403  
Attention: Dottie-Kay Bowersox, MSA  
Public Health Administrator

If to Sanitarian I: Racine County Public Health Division  
9531 Rayne Road  
Suite V  
Sturtevant, WI 53177  
Attention: Jeffrey Langlieb, MPH, RN  
Health Officer

7. If any provision in this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement.

In the presence of the undersigned witnesses, the parties have executed this Agreement on the date listed on the first page of this Agreement.

**City of Racine Public Health Department**

\_\_\_\_\_  
Witnessed By:

\_\_\_\_\_  
By: ***Dottie-Kay Bowersox, MSA***  
***Public Health Administrator***

\_\_\_\_\_  
Witness Title:

\_\_\_\_\_  
Date:

**Racine County Public Health Division**

\_\_\_\_\_  
Witnessed By:

\_\_\_\_\_  
By: ***Jeffery Langlieb, MPH, RN***  
***Health Officer***

\_\_\_\_\_  
Witness Title:

\_\_\_\_\_  
Date: