

# DRAFT

## MEMORANDUM OF UNDERSTANDING

for the establishment of the

### LOCAL PUBLIC HEALTH MUTUAL AID AND ASSISTANCE SYSTEM (LPHMAAS)

by and between

#### Local Governmental Public Health Entities in the State of \_\_\_\_\_

**WHEREAS**, recent events have prompted the desire to strengthen the legal preparedness of the public health system in the State of \_\_\_\_\_; and,

**WHEREAS**, the strength of the public health system in the State of \_\_\_\_\_ resides primarily in the capacities and responsiveness of its local governmental public health entities; and,

**WHEREAS**, emergencies may occur in the future which will require local governmental public health entities to come to the aid and assistance of contiguous local governmental public health entities; and,

**WHEREAS**, the objective of providing for these emergencies can best be effectuated by the establishment of a state-wide mutual aid and assistance system between and among the local governmental public health entities of this state; to accomplish this objective, there is hereby inaugurated the **LOCAL PUBLIC HEALTH MUTUAL AID AND ASSISTANCE SYSTEM** (hereinafter, **LPHMAAS**), the membership in which is achieved by the legal mechanism of the local governmental public health entities of this state adopting the provisions of this Memorandum of Understanding and by affixing the properly authorized signature thereto; and

**WHEREAS**, Section \_\_\_ of the \_\_\_\_\_, (citation), provides that **(by way of example, only)** any one or more local governmental public health entities may contract with one or more local governmental public health entities to perform any local governmental public health

service, activity or undertaking which any of the local governmental public health entities entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the local governmental public health governing body of each entity to the contract; and,

**WHEREAS**, the Member Entities participating herein have determined that it is in their best interests to enter into this **MOU** to secure to each the benefits of mutual aid and assistance in providing local governmental public health services to the citizens of the State of \_\_\_\_\_, including but not limited to personnel, equipment, supplies and/or services in the event of an emergency; and,

**WHEREAS**, the Member Entities participating herein have determined that it is in their best interests to form an association entitled the **LOCAL PUBLIC HEALTH MUTUAL AID AND ASSISTANCE SYSTEM (LPHMAAS)** to provide for communications procedures, exercises, training and other necessary functions to further the objective of providing mutual aid and assistance in the nature of personnel, equipment, supplies and/or services during emergencies; and,

**WHEREAS**, the Member Entities participating herein have determined that it is in their best interests to enter into this **MOU** establishing the **LPHMAAS** in order to secure to each the benefits of mutual aid and assistance in providing local governmental public health services to the citizens of the State of \_\_\_\_\_, including but not limited to personnel, equipment, supplies and/or services in the event of an emergency; and,

**NOW, THEREFORE**, in consideration of the foregoing recitals, **THE MEMBER ENTITIES PARTICIPATING HEREIN AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain situations, such as, but not limited to, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency or enemy attack, the use of the personnel, equipment, supplies and/or services of a local governmental public health entity to perform functions outside its territorial limits is desirable and necessary to preserve and protect the health, safety and welfare of the citizens of the State of \_\_\_\_\_. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other local governmental public health entity's personnel, equipment, supplies and/or services to perform functions within the territorial limits of another Member Entity is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination through the **Local Public Health Mutual Aid and Assistance System ("LPHMAAS")** is desirable for the effective and efficient provision of mutual aid and assistance.

## SECTION TWO

### Definitions

For the purpose of this **MOU**, the following terms shall be defined as follows:

- A. “Local Public Health Mutual Aid and Assistance System” (hereinafter referred to as “**LPHMAAS**”): A definite and prearranged plan whereby aid and assistance is provided to a Stricken Member Entity by the Aiding Member Entity(ies) in accordance with the system established and maintained by the **LPHMAAS** and amended from time to time;
- B. “Member Entity”: A local governmental public health entity including, but not limited to, entities established as county, bi-county, multi-county, municipal or public health district which participate in the **LPHMAAS** and has been appropriately authorized by its governing body to enter into this **MOU**, and which agrees to comply with the policies and procedures established by the Executive Board of the **LPHMAAS**;
- C. “Stricken Member Entity”: A Member Entity which requests aid and assistance in the event of an emergency;
- D. “Aiding Member Entity”: A Member Entity furnishing equipment, personnel, supplies and/or services to a Stricken Member;
- E. “Emergency”: An occurrence or condition in a Member Entity’s territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Member Entity and such that the Member Entity determines the necessity and advisability of requesting aid and assistance, including, but not limited to, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, or enemy attack;
- F. “Region”: The appropriately-identified geographic public health region, so designated for emergency or other public health purposes within the state;
- G. “Executive Board”: The governing body of **LPHMAAS**, the composition of which is provided in Section Sixteen herein.

## SECTION THREE

### Authority and Action to Effect Aid and Assistance

- A. The Member Entities hereby authorize and direct their respective Administrator or his/her designee to take necessary and proper action to render and/or request aid and assistance from the other Member Entities in accordance with the policies and procedures established and maintained by the **LPHMAAS** Executive Board. The aid and assistance rendered shall be to the extent of available personnel, equipment, supplies and/or services not required for adequate protection of the jurisdictional boundaries of the Aiding Member Entity. The judgment of the Administrator, or his/her designee, of the Aiding Member Entity shall be final as to the personnel, equipment, supplies and/or services available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Administrator, or his/her designee, of the Stricken Member Entity determines it advisable to request aid and assistance pursuant to this **MOU**, he/she shall notify the Aiding Member Entity(ies) of the nature and location of the emergency and the type and amount of personnel, equipment, supplies and/or services requested from the Aiding Member Entity(ies). The Executive Board of the **LPHMAAS** shall also be notified of the existence of the emergency.
- C. The Administrator, or his/her designee, of the Aiding Member Entity(ies) shall take the following action immediately upon being requested for aid and assistance:
1. Determine what personnel, equipment, supplies, and/or services are being requested by the Stricken Member Entity;
  2. Determine if the requested personnel, equipment, supplies, and/or services can be committed in response to the request from the Stricken Member Entity;
  3. Dispatch immediately the requested personnel, equipment, supplies, and/or services, to the extent available, to the location of the emergency reported by the Stricken Member Entity in accordance with the procedures of **LPHMAAS**;
  4. Notify the Stricken Member Entity immediately if any or all of the requested personnel, equipment, supplies, and/or services cannot be provided.

## SECTION FOUR

### Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid and assist a Stricken Member Entity pursuant to **LPHMAAS** shall remain employees of the Aiding Member Entity. Personnel rendering aid and assistance shall report for direction and assignment at the scene of the emergency to the Administrator or Senior Staff member of the Stricken Member Entity. The Aiding Member Entity rendering aid and assistance shall at all times have the right to withdraw any and all aid and assistance upon the order of its Administrator or his/her designee; provided, however, that the Member Entity withdrawing such aid and assistance shall notify the Administrator or Senior Staff member of the Stricken Member Entity requesting aid and assistance of the withdrawal of such aid and assistance and the extent of such withdrawal.

## SECTION FIVE

### Compensation for Aid and Assistance

The personnel, equipment, supplies, and/or services provided pursuant to this **MOU** shall be at no charge to the Stricken Member Entity requesting aid and assistance; however, any expenses recoverable from third parties shall be equitably distributed among the Member Entities supplying the aid and assistance. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute or other compensation mechanism.

## SECTION SIX

### Insurance

Each **LPHMAAS** Member Entity shall procure and maintain, at its sole and exclusive expense, insurance coverage which shall include: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No Member Entity shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other Member Entity or its personnel. The obligations of this Section may be satisfied by a Member Entity's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the State of \_\_\_\_\_ . The **LPHMAAS** may require that certificates of insurance or copies of other evidence of compliance with the provisions of this Section be provided to the **LPHMAAS** Executive

Board. Upon request, Member Entities shall provide such evidence.

## **SECTION SEVEN**

### **Indemnification**

Each Member Entity participating in the **LPHMAAS** hereby agrees to waive all claims against all other Member Entities for any loss, damage, personal injury or death occurring in consequence of the performance of this **MOU**; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Member Entity or its personnel.

Each Member Entity requesting or providing aid pursuant to this **MOU** hereby expressly agrees to hold harmless, indemnify and defend the Member Entity rendering aid and assistance and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid and assistance pursuant to this **MOU**. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Aiding Member Entity shall be the sole and exclusive responsibility of the respective Aiding Member Entity for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Aiding Member Entity.

## **SECTION EIGHT**

### **Non-Liability for Failure to Render Aid**

The rendering of aid and assistance under the terms of this **MOU** shall not be mandatory if local conditions of the Aiding Member Entity prohibit the rendering of aid and assistance. It is the responsibility of the Aiding Member Entity to immediately notify the Stricken Member Entity of the Aiding Member Entity's inability to render aid and assistance; however, failure to immediately notify the Stricken Member Entity of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or impliedly, by a Member Entity participating in the **LPHMAAS**, its duly authorized agents and personnel, for failure or refusal to render aid and assistance. Nor shall there be any liability of a Member Entity for withdrawal of aid and assistance once provided pursuant to the terms of this **MOU**.

## **SECTION NINE**

### **Term and Termination**

This **MOU** shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any Member Entity participating herein may terminate its participation in the **LPHMAAS** at any time, provided that the Member Entity wishing to terminate its participation shall give written notice to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given in the manner provided in **SECTION THIRTEEN** hereunder.

## **SECTION TEN**

### **Effectiveness**

This **MOU** shall be in full force and effective upon approval by more than one local governmental public health entities in the manner provided by law and upon proper execution hereof.

## **SECTION ELEVEN**

### **Binding Effect**

This **MOU** shall be binding upon and inure to the benefit and be the responsibility of only those Member Entities which have agreed to participate in the **LPHMAAS** as provided herein and is not otherwise assignable or transferable.

## **SECTION TWELVE**

### **Validity**

The invalidity of any provision of this **MOU** shall not render invalid any other provision. If, for any reason, any provision of this **MOU** is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this **MOU** may be enforced with that provision severed or modified by court order.

## SECTION THIRTEEN

### Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the **LPHMAAS** mailing lists or, to other such addresses as shall be agreed upon.

## SECTION FOURTEEN

### Governing Law

This **MOU** shall be governed, interpreted and construed in accordance with the laws of the State of \_\_\_\_\_.

## SECTION FIFTEEN

### Execution in Counterparts

This **MOU** may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## SECTION SIXTEEN

### Executive Board of LPHMAAS

An Executive Board is hereby established to serve as the governing body of the **LPHMAAS** and to facilitate its implementation by adopting bylaws, policies and procedures regarding any matters deemed necessary by the Member Entities.

The Executive Board shall consist of a representatives from each of two state-wide associations as follows:

- The state association of administrators of the **LGPHEs** known in this state as the \_\_\_\_\_, and,
- The state association of local boards of health of the **LGPHEs**, known in this state as



the \_\_\_\_\_.

Each state-wide association shall designate one representative from each appropriately-identified public health region, so designated for emergency or other public health purposes, within the state to serve on the Executive Board and who shall serve as the voting representative on the Executive Board. Each designated representative may appoint a designee to attend meetings of the Executive Board in his or her absence when the representative is otherwise unavailable to attend. Such designee shall be a member of the respective state-wide association and from the respective appropriately-identified public health region within the state from which the designated representative serves. The designee shall have all rights and privileges attendant to that designated representative for the meeting of the Executive Board for which he or she has been appointed.

Each designated representative from each state-wide association shall be selected in the manner approved by each state-wide association; provided, however, that each designated representative shall be from a Member Entity.

A President and Vice President shall be elected from the representatives of the Member Entities and shall serve without compensation. The President and such other officers as are provided for in the by-laws shall coordinate the activities of the **LPHMAAS**.

## **SECTION SEVENTEEN**

### **Duties of the Executive Board**

The Executive Board shall adopt the bylaws, policies and procedures of the **LPHMAAS**, for the purpose of governing the conduct of its own meetings and administrative functions and other relevant matters pertinent to the facilitation and operation of this **MOU** as it deems necessary.

## **SECTION EIGHTEEN**

### **Amendments**

This **MOU** may only be amended by written consent of all the participating Member Entities hereto. This shall not preclude the amendment of the bylaws, policies and procedures of the **LPHMAAS** as adopted by the Executive Board.

**SECTION NINETEEN**

**Authorized Signatory**

The undersigned, the \_\_\_\_\_ (administrator or executive director) \_\_\_\_\_ of the **Local Governmental Public Health Entity (LGPHE)** indicated below, avers that he or she has authority to sign on behalf of the **LGPHE** and that the governing board of the **LGPHE**, \_\_\_\_\_ (name of entity) \_\_\_\_\_, hereby adopts, subscribes to, and approves its participation as a Member Entity in this **LOCAL PUBLIC HEALTH MUTUAL AID AND ASSISTANCE SYSTEM (LPHMAAS)** and agrees to be bound by the terms of this **Memorandum of Understanding (MOU)** provided herein.

This Signatory below certifies that this **LOCAL PUBLIC HEALTH MUTUAL AID AND ASSISTANCE SYSTEM (LPHMAAS) Memorandum of Understanding (MOU)** has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

\_\_\_\_\_  
**LOCAL GOVERNMENTAL PUBLIC HEALTH ENTITY**

\_\_\_\_\_  
Administrator or Executive Director

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date