

Central Region Local Health Districts Mutual Aid Agreement

WHEREAS, Section 5502.29 of the Ohio Revised Code states that "Political Subdivisions may, in collaboration with other public and private agencies within this state, develop mutual aid arrangements for reciprocal emergency management aid and assistance in case of any hazard too great to be dealt with unassisted"; and,

WHEREAS, city, general and combined general health districts are political subdivisions created by ORC 3709; and

WHEREAS, Section 3709.282 of the ORC states that "The board of health of any city or general health district may participate in, receive or give financial and other assistance, and cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted prior to or after November 6, 1969, by the congress of the United States"; and

WHEREAS, the Ohio Department of Health (ODH) has provided federal grant dollars to enable local health departments to develop effective plans and resources at the local and regional level to create a defense against bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies;

THEREFORE, each Board of Health of the participating Health Districts does hereby enter into and ratify this Agreement to provide reciprocal mutual emergency aid to the other participating Health Districts. Each Health District mutually agrees that these Health Districts, in collaboration with each other will provide mutual aid for reciprocal emergency management and assistance in case of any public health emergency too great to be dealt with unassisted.

ARTICLE 1: The purpose of this mutual aid Agreement among the parties is to aid them in meeting any public health emergency or disaster resulting from enemy/terrorist attack or from natural or man-made occurrence, including infectious disease outbreaks and other public health threats and emergencies and generally to protect the public order, health, safety, and welfare, and to preserve the lives and property of the people of the Health Districts. The prompt, full and effective utilization of the resources of the respective Districts, including such resources as may be available from the

federal government or any other service, are essential to the safety, care and welfare of the people thereof in the event of an emergency or disaster.

ARTICLE 2: Any party requested to render mutual aid shall take such action as its Health Commissioner deems necessary to provide and make available the resources covered by this Agreement, provided that it is universally understood that the party providing aid may withhold resources to the extent necessary to provide reasonable protection for its own local jurisdiction. Each party shall extend to any other party, while operating within its own local jurisdiction limits under the terms and conditions of this Agreement, the same powers and duties, rights, privileges, and immunities as are extended to the public health personnel of such jurisdiction. The Districts mutually agree that public health personnel will continue under the direction and control of their respective supervisors, but the organizational unit will come under the operation and control of the public Health District requesting assistance.

ARTICLE 3: Whenever any person holds a license, certificate, or other permit issued by a state or other political subdivision evidencing the meeting of qualifications for professional, mechanical, or other skills, such person may render aid involving such skill in any county or political subdivision to meet an emergency or disaster and such county or political subdivision shall give due recognition to such license, certificate, or permit as if issued by the state or political subdivision in which aid is received.

ARTICLE 4: No employee of a Health District providing aid as a result of this Agreement shall be liable as a result of any act or omission made in good faith to fulfill the terms of this Agreement except as provided in ORC 2743 and 2744 and ORC 5502.30.

ARTICLE 5: Nothing herein shall preclude any local Health District from entering into supplementary agreements with other local Health Districts or political subdivisions.

ARTICLE 6: Each local health district shall continue to provide its personnel all compensation and benefits they are entitled to, when they are providing services in another Health District as a result of the terms of this Agreement. It is also mutually agreed that this Agreement does not affect the right of any person to receive benefits to which he/she may be entitled under ORC 4123 or any pension law, nor the rights of any person to receive any benefits or compensation under any act of Congress or under any law of this State.

ARTICLE 7: A local Health District rendering aid to another local Health District pursuant to this Agreement with a separate agreement detailing reimbursement may be reimbursed by the Health District receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the personnel related costs incurred in connection with such requests; and provide further that any two (2) or more local Health Districts may agree in advance to a separate written/estimated allocation of costs as can be reasonably determined at the time of such request.

Acceptance of this Agreement is evidence of all parties' intent to comply with Title VI and Title VII of the Civil Rights Act, which prohibits discrimination based on race, color, religion, sex, national origin, handicap, ancestry, disability or age in hiring or in service delivery.

This Agreement shall become effective upon signature of all parties hereto and shall continue in full force and effect and remain binding on the parties until the Board of Health or any party to this Agreement requests termination thereof. In so doing, the Health Commissioner shall provide the other parties (Health District) to this Agreement a written notice of termination within thirty (30) days prior to termination of this Agreement.

Central Region Local Health Districts
Mutual Aid Agreement

FOR THE HEALTH DISTRICT OF:

GALION CITY

Jason McBride

Printed Name

Jason McBride

Signature

12/8/22

Date

Health Commissioner

Position (e.g. Health Commissioner/Board Representative)