## INTERGOVERNMENTAL MUTUAL AID AGREEMENT for LOCAL PUBLIC HEALTH AGENCIES OF THE STATE OF MISSOURI

## FOR PROVISION OF ENVIRONMENTAL HEALTH SERVICES

This Intergovernmental Mutual Aid Agreement ("Agreement" or "Mutual Aid Agreement") is entered into by and between participating Missouri local public health agencies. Parties set forth on the execution pages hereto, including all counterparts, as of the date this Agreement is executed by an authorized signatory of each such party.

**WHEREAS**, providing coverage to maintain all Environmental Health Services in an ongoing, continuous and uninterrupted manner has been shown to be difficult especially for more rural local public health agencies; and,

**WHEREAS,** from time to time there are surges of need for Environmental Health Services beyond the capacity of jurisdictions resulting from disasters, accidents, mass gatherings, large events, and various other acts of God or planned events of man; and,

**WHEREAS,** providing coverage in the provision of frontline Environmental Health Services statewide for these periods of interruption or surge is beyond the capacity and intended purpose of the Bureau of Environmental Health Services of the Missouri Department of Health and Senior Services of the State of Missouri; and,

**WHEREAS**, the strength of the public health system in the State of Missouri and the vast majority of environmental health staffing resides primarily in the capacities of the local public health agencies established by units of local government; and,

**WHEREAS,** local public health agencies throughout Missouri receive assistance from the Missouri Department of Health and Senior Services for the provision of fundamental public health services among those being environmental health services; and,

**WHEREAS**, local public health agencies may wish to prepare for times in which staffing for environmental health services may be inadequate or the surge of need for services is too high and which may require that they provide aid and assistance to other local public health agencies or that they request aid and assistance from other local public health agencies; and,

**WHEREAS**, the objective of preparing for these situations can be furthered by the establishment of individualized or regionalized mutual aid and assistance agreements as best serves the needs among the local public health agencies of this state that choose to participate in these agreements, consistent with the environmental health standards of the Missouri Department of Health and Senior Services; and,

**WHEREAS,** the undersigned parties hereto have determined that it is in their best interest to enter into a Mutual Aid Agreement to promote the availability of benefits of mutual aid and assistance in providing environmental health services to the residents and guests of the State of Missouri, including but not limited to personnel, equipment, supplies and/or services in the event of such need ; and,

**WHEREAS,** the parties hereto have determined that it is in their best interest to form and participate in an agreement and to adopt procedures for transference of authority, operations and management, communications, and other necessary functions consistent with the environmental health standards of the Missouri Department of Health and Senior Services, in order to further the objective of providing mutual aid and assistance to one another in the event such services cannot be otherwise provided;

**NOW, THEREFORE**, in consideration of the foregoing recitals, **THE PARTIES ENTERING into this MUTUAL AID AGREE AS FOLLOWS:**

# SECTION ONE

## Purpose

It is recognized and acknowledged that in certain situations, the provision of environmental health services consisting of personnel, equipment, supplies and/or services by a local public health agency outside its territorial limits in order to assist another local public health agency is desirable and necessary to preserve and protect the common good, the health, safety and welfare of the residents and guests of the State of Missouri. These potential situations include, but are not limited to, periods of staff turnover, scheduled or unscheduled staff absences, or other unforeseen circumstances that limit the ability of a LPHA to provide adequate staff coverage or for periods in which there is a sudden increase in the amount of environmental health work that must be done due to emergencies, large gatherings or events, or other circumstances. The promotion and coordination of such assistance through a **Mutual Aid Agreement** is desirable for the effective and efficient provision of common services.

# SECTION TWO

## Definitions

For the purpose of this Mutual Aid Agreement, the following terms shall be defined as follows:

1. “Entity:” A unit of local government, including but not limited to a county, municipality, township, or public health district, having a local public health agency, which participates in and has been appropriately authorized by its governing body to enter into this Agreement.
2. “Requesting Entity:” An Entity which requests aid and assistance pursuant to this Agreement.
3. “Aiding Entity:” An Entity which furnishes equipment, personnel, supplies and/or services upon the request of a Requesting Entity pursuant to this Agreement in the event of a need to fill a gap in needed environmental health services.
4. "Local Public Health Officer:” The Public Health Administrator / Department Director/Executive Director/Director or designee, who, subject to the authority of the unit of local government or the board of health, shall be in charge of the local public health agencies operated by an Entity.
5. “Environmental Health Specialist (EHS)”: An EHS, also frequently referred to as an Environmental Public Health Specialist or known commonly as a County or City Health Inspector, are those public health professionals in the employment of a local public health agency or BEHS who have the education and experience to perform Environmental Health Services to the standards of the Environmental Health Operational Guidelines. EHS meet the qualifications for such staff as outlined in the job requirements maintained by the Missouri Office of Administration.
6. “Environmental Health Services:” Environmental Health Services are those collection of environmental health functions and activities performed by EHS under the purview of MDHSS/BEHS as provided for by state statutes and regulations and to the standards as outlined in the Environmental Health Operational Guidelines including but not limited to food establishment inspections (both permanent and temporary), lodging inspections, environmental childcare inspections, on-site wastewater inspections, and including ancillary functions tied to these core programs such as emergency response, outbreak investigations, drinking water sampling, and the application of aquatic regulation knowledge.
7. “Environmental Health Operational Guidelines:” The Environmental Health Operational Guidelines is a manual developed and maintained by MDHSS/BEHS that sets the minimal standards of best practices and policies by which EHS shall conduct work and provide services for those various environmental health programs and activities under the purview of MDHSS/BEHS as provided for by state statutes and regulations.
8. “Participation Agreement:” The Participation Agreement, more fully known as the State Investment in Local Public Health Services, is an agreement between MDHSS and participating local public health agencies. The purpose of this agreement is to provide an investment of state resources in the local public health agency to support the delivery of public health services, including environmental health services, essential to the prevention of disease, promotion of healthy families, lifestyles and environments, and for protection from disease and disaster through an integrated and cooperative public health system in Missouri. The authority of the LPHA to perform public health services derives directly from this agreement and the Missouri Revised Statute 192.290.

# SECTION THREE

## Authority and Action to Effect Aid and Assistance

Authority of Local Public Health Officers. Each party, consisting of the governing body of an Entity hereby authorizes and directs the Local Public Health Officer to determine when it is appropriate to render and/or request aid and assistance from the other Entities in the event of a need for environmental health services as provided in this Agreement and to take necessary action in furtherance of said determination. The aid and assistance rendered may consist of available personnel, equipment, supplies and/or services. The judgment of the Local Public Health Officer of the Aiding Entity shall be final as to the personnel, equipment, supplies and/or services to be provided pursuant to this Agreement.

Requests for Aid and Assistance. Whenever a need for environmental health services is or potentially may become of such concern that the Local Public Health Officer/Administrator/Director (or designee) of the Requesting Entity determines that it is advisable to request aid and assistance pursuant to this Mutual Aid Agreement, he/she shall notify the Aiding Entity(ies) of the nature of the need and the type and amount of personnel, equipment, supplies and/or services and the length of time for provision of services requested from the Aiding Entity(ies). The period of time for provision of services authorized by this agreement shall not exceed thirty days per request. If additional assistance and aid are needed after thirty days another request for aid and assistance shall be sent. There is no limit on the number of requests for aid and assistance. The Missouri Department of Health and Senior Services, Bureau of Environmental Health Servicesshall be notified of this request within one business day if such request is filled.

The Local Public Health Officer of the Aiding Entity(ies) shall take the following action within two business days upon receiving request for aid and assistance under this Agreement:

* 1. Review the personnel, equipment, supplies, and/or services requested by the Requesting Entity;Review the period of time for which the personnel, equipment, supplies, and/or services have been requested.
  2. Determine if the requested personnel, equipment, supplies, and/or services can be committed by the Aiding Entity in response to the request from the Requesting Entity;
  3. Notify Requesting Entity of staffing, and/or resources provided and timeframes for which they will be provided, or, alternatively, that the request cannot be met.
  4. Provide the requested personnel, equipment, supplies, and/or services, to the extent available, to the jurisdiction of the Requesting Entity at a reporting point of their choosing or to work remotely as best fits the need.

# SECTION FOUR

## Personnel and Equipment

Aiding Entity EHS provided to aid a Requesting Entity pursuant to this Agreement shall remain employees of the Aiding Entity. Aiding Entity EHS rendering aid shall report for direction and assignment per the direction of the Requesting Entity and provide environmental health services in that jurisdiction, in person or remotely, under the express authorities of that Entity or through those powers derived from the State through the Participation Agreement, as is best suited. The Aiding 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 Local Public Health Officer or his/her designee.

Each Aiding Entity shall be responsible for the payment of any and all compensation owed to its personnel arising out of their participation in the activities provided under this Mutual Aid Agreement including, but not limited to, wages, salary, health insurance and fringe benefits, as applicable.

Each Aiding Entity shall be responsible for the payment of workers' compensation and occupational disease benefits, if any are owed, to its personnel, in the event of compensable injuries or illnesses arising out of the activities provided for under this Agreement.

# SECTION FIVE

## Compensation for Aid and Assistance

Any resources, including but not limited to, personnel, equipment, supplies, and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Entity requesting 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 Aiding Entity shall be responsible for maintaining its own insurance or self- insurance program with respect to liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including those functions which are contemplated by this Mutual Aid Agreement. Each Aiding Entity shall bear the cost of its own defense. This Mutual Aid Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Entity with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

Each party to this agreement shall defend, indemnify and hold harmless all other parties to this Agreement from and against any and all liability, loss, expense, attorney’s fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its employees and agents. Nothing in this agreement shall limit either party hereto from entering into other mutual aid agreements with other jurisdictions.

# SECTION SEVEN

## Waiver of Claims

Each Aiding Entity agrees and hereby releases and waives all claims against all other Entities participating in this Mutual Aid Agreement with respect to any loss, damage, personal injury, or death sustained by that Entity, its employees, or third parties as a result of its participation in the activities covered by this Mutual Aid Agreement, except to the extent that such claim alleges gross negligence or willful and wanton misconduct by an Entity participating in this Mutual Aid Agreement.

# SECTION EIGHT

## Non-Liability for Failure to Render Aid

The rendering of aid and assistance under the terms of this Mutual Aid Agreement shall be voluntary. While each Aiding Entity agrees to use its best efforts to quickly communicate with the Requesting Entity of the Aiding Entity’s inability to render aid and assistance; no party shall be liable for failure to quickly notify the Requesting Entity of such inability to respond.

Notwithstanding any other provision of this agreement, no liability of any kind or nature shall be attributed to or be deemed expressly or implicitly assumed by an Entity or its duly authorized agents and personnel, for a decision not to render aid and assistance, nor shall there be any liability of an Entity for withdrawal of aid and assistance once provided pursuant to the terms of this Mutual Aid Agreement.

# SECTION NINE

## Term and Termination

This Mutual Aid Agreement shall be in effect for a term of one (1) year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any Entity participating herein may terminate its participation in this Agreement.

Termination shall conclude the Entity's participation in the agreement, at any time, provided that the Entity wishing to terminate its participation shall give written notice specifying the date of termination, such notice to be given at least thirty calendar days prior to the specified date of termination of participation. In the event any Entity terminates its participation in this Agreement, this Agreement shall remain in full force and effect as between all other Entities who are signatories hereto.

# SECTION TEN

## Effectiveness

This Mutual Aid Agreement shall be in full force and effective to each Entity upon execution on behalf of such Entity in the manner provided by law.

# SECTION ELEVEN

## Binding Effect

This Mutual Aid Agreement is not assignable or transferable.

# SECTION TWELVE

## Validity

The invalidity of any provision of this Mutual Aid Agreement shall not render invalid any other provision. If, for any reason, any provision of this Mutual Aid Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and the remaining provisions of this Mutual Aid Agreement shall survive and shall remain in force and effect.

# SECTION THIRTEEN

## Governing Law

The Authority for political subdivisions of the State of Missouri to contract and cooperate with one another in the provision of common services is ***Missouri Revised Statutes* Chapter 70,** specifically 70.220 and further for local public health agencies through the Participation Agreement.

# SECTION FOURTEEN

## Execution in Counterparts

This Mutual Aid Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document. All original executed Mutual Aid Agreements will be kept on file with MDHSS.

# SECTION FIFTEEN

## Funding

The parties recognize the essential nature of this Mutual Aid Agreement. In order to implement and maintain this Agreement, each party agrees to make an effort to fund the Mutual Aid Agreement and any extensions thereto, subject to annual funding approved by the parties’ governing bodies and subject to the parties’ respective termination rights pursuant to any other agreements related to the Mutual Aid Agreement.

# SECTION SIXTEEN

## Amendments

This Mutual Aid Agreement may only be amended by written consent of all the parties

hereto.

# SECTION SEVENTEEN

## Authorization

The undersigned representing the Entity below, affirms on behalf of the governing body of the Entity that he or she has the authority to sign on behalf of the Entity.

The Signatory below certifies that this Mutual Aid Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, and agrees to be bound by the Mutual Aid Agreement provided herein. A copy of the document is attached.

GOVERNING BODY NAME LOCAL PUBLIC HEALTH AGENCY

County Commissioner, Mayor, Chairman of Local Public Health Officer/Administrator/ Board of Directors, or Chief Executive Officer Director

(if applicable)

Date Date

GOVERNING BODY NAME LOCAL PUBLIC HEALTH AGENCY

County Commissioner, Mayor, Chairman of Local Public Health Officer/Administrator/ Board of Directors, or Chief Executive Officer Director

(if applicable)

Date Date

**WITNESS TO THE SIGNING OF THIS DOCUMENT**

Name Title

Signature Date