

## **Memorandum of Understanding for the Milwaukee County/ Waukesha County Consortium for Emergency Public Health Preparedness**

### I. Parties

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2003, by and among the City of Cudahy Health Department, the City of Franklin Health Department, the Village of Greendale Health Department, the City of Greenfield Health Department, the Village of Hales Corners Health Department, the City of Milwaukee Health Department, the North Shore Health Department, the City of Oak Creek Health Department, the City of St. Francis Health Department, the Shorewood/Whitefish Bay Health Department, the City of South Milwaukee Health Department, the City of Wauwatosa Health Department, the West Allis Health Department and the Waukesha County Department of Health and Human Services (the "Consortium").

### II. Purpose

The purpose of this Memorandum is to create a regional consortium to strengthen the competence, capability, coordination and readiness of the public health community, and to enhance coordination amongst health care and public safety agencies in preparing for, responding to and managing bioterrorism, outbreaks of infectious disease and other public health emergencies affecting Milwaukee County and Waukesha County. The purpose of such coordination is to increase the capacity of members to respond to emergencies. In no way is this coordination intended to reduce the independent legal authority of each local jurisdiction.

### III. Governance

**1. Board of Directors:** The affairs of the Consortium shall be managed by its Board of Directors. Each undersigned municipality will designate one representative, being either the Health Officer/ Director of Public Health for that municipality or his or her designee to serve on the Consortium Board. The City of Milwaukee Health Department and the Waukesha County Health Department will each have one additional representative on the Board of Directors. Each representative will have one vote. A 2/3 majority vote at a meeting at which a quorum, as defined by the Bylaws, is present will control unless the act of a greater number is required by law, the Memorandum or the By-laws of the Consortium. The Board shall elect a Chair and other Officers with functions and duties established by the By-laws.

**2. Executive Committee:** Executive Committee members will have voting privileges and primary responsibility for contract negotiations, budget decisions and staffing appointments. Duties and terms of members and powers of the Executive Committee will be established in the By-laws.

The Executive Committee will consist of :

- a. Executive Director (Ex-officio)
- b. Chair of the Milwaukee County /Waukesha County Consortium for Emergency Public Health Preparedness
- c. Secretary (Ex-officio) will be a hired staff position

- d. Representative of the Fiscal Agent
- e. Two representatives from the Waukesha County Department of Health and Human Services
- f. Two representatives from the City of Milwaukee Health Department
- g. One additional representative from a Milwaukee County suburban health department nominated by his/her peers (City of Cudahy Health Department)

#### IV. Fiscal Agent and Staffing

**1. Fiscal Agent:** The consortium will contract with one of the member agencies who shall act as the lead Administrative Agency and Fiscal Agent for the Milwaukee County/ Waukesha County Consortium. Voting will be held in accordance to the bylaws of the Consortium. The Fiscal Agent shall receive and manage funds associated with bioterrorism and/or public health preparedness grants on behalf of the Consortium and expenses of the Consortium including, but not limited to, funds allocated for salaries, employee benefits, training, office space, supplies and contracted services. The Consortium may not ask the Fiscal Agent to expend local resources for the activities of the Consortium. There will be a 10% administrative fee on grant monies received, per usual and customary city operating procedures, to cover reasonable and necessary costs associated with fiscal agency and other administrative costs. At the end of the contract period if the city contracted as fiscal agent chooses to resign as fiscal agent, they have the option to ask the Board to hold a vote for a new fiscal agent.

**2. Staffing:** The Consortium will require the assistance of personnel with essential and relevant skills including, but not limited to surveillance, epidemiology, preparedness planning, and information technology. The Executive Committee shall determine the qualifications of the individuals to perform tasks outlined by the Executive Committee. Such personnel will take general direction from the Executive Committee and the Board of Directors, but will be under the immediate supervision of the Fiscal Agent. Any personnel hired will be considered employees of the Fiscal Agent and shall be subject to the Fiscal Agent's personnel, hiring, disciplinary and other employment rules and policies. Contracting must comply with Fiscal Agent contract policies.

#### V. Scope of Activities

The Consortium shall assess its ability to plan for and respond to bioterrorism, emerging infectious disease and other public health emergencies. The Consortium shall provide leadership and technical expertise in the development and exercise of bioterrorism and public health emergency plans. The Consortium will help integrate local, regional and national bioterrorism and other public health emergency preparedness initiatives in order to create a seamless response system throughout the region, the State of Wisconsin and the United States. In no way is this integration intended to restrict the independent legal authority of each local jurisdiction.

#### VI. Collaboration and Cooperation

To promote cooperation and collaboration in furtherance of the Consortium's purposes, each Member agrees to assist in:

1. meeting objectives outlined in grants received by the Consortium
2. creating and adopting emergency response plans for use by the Consortium in responding to bioterrorism, outbreaks of infectious disease and other public health emergencies
3. taking reasonable and necessary actions to comply with and implement resolutions of the Board, and
4. sharing information and resources to the extent reasonable and necessary to further the Consortium's purposes.

#### VII. Coordination Among Agencies

The Consortium will seek to achieve coordination amongst hospitals, medical public health organizations, emergency management, hazardous materials response teams, clinics, other medical service agencies, other regional consortia, state and federal agencies, and other organizations needed to create an effective and efficient bioterrorism, infectious disease and other public health emergency response system.

#### VIII. Duration of Memorandum and Member Withdrawal from Consortium

The duration of the Memorandum shall continue indefinitely as necessary for the Consortium, a regional entity, to receive state and federal grants related to bioterrorism and other public health emergency response planning. The Board may, according to the By-laws, act to reorganize or disband itself. Given the disbandment of the consortium, remaining funds would be dispersed to consortium member agencies. Each member agency would receive 1% of the funds remaining; the remainder would be dispersed based on the population size of that member health agencies jurisdiction.

The Board may remove members in accordance with the By-laws. A signatory to this Memorandum may withdraw from the Consortium by providing a 90 day written notice to the Consortium.

#### IX. Indemnity

The Consortium shall have the power to indemnify, and in turn, to agree to indemnify, Members, directors, officers, appointees, employees, agents and independent contractors of the Consortium against any risk, hazard or liability arising out of such person's present or past affiliation with the Consortium or the performance or nonperformance of such person's Consortium duties and responsibilities.

#### X. Amendment

This Memorandum may be amended only by unanimous consent of the Board of Directors.

XI. Bylaws

Upon formation through the execution of this Memorandum, the Board of Directors of the consortium will adopt bylaws. The Bylaws would govern certain procedural aspects of the Consortium in a manner consistent with the terms of the Memorandum. In the event that there is conflict between the Memorandum and the Bylaws, the Memorandum will govern.

XII. Authority to Act

Each signatory to this Memorandum represents that he or she has authority from his or her respective municipality to enter into this Memorandum.

XIII. Execution of Memorandum

The Memorandum may be executed in counterparts.

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum as of the date stated in the first paragraph of this Memorandum.

CITY OF CUDAHY HEALTH DEPARTMENT

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_

CITY OF FRANKLIN HEALTH DEPARTMENT

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_

VILLAGE OF GREENDALE HEALTH DEPARTMENT

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_

CITY OF GREENFIELD HEALTH DEPARTMENT

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_

VILLAGE OF HALES CORNERS HEALTH DEPARTMENT

By: \_\_\_\_\_ Attest: \_\_\_\_\_

\_\_\_\_\_

CITY OF MILWAUKEE HEALTH DEPARTMENT

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_

NORTH SHORE HEALTH DEPARTMENT

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_

CITY OF OAK CREEK HEALTH DEPARTMENT

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_

CITY OF ST. FRANCIS HEALTH DEPARTMENT

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_

SHOREWOOD/WHITEFISH BAY  
HEALTH DEPARTMENT

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_

CITY OF SOUTH MILWAUKEE HEALTH DEPARTMENT

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_

CITY OF WAUWATOSA HEALTH DEPARTMENT

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_

WEST ALLIS HEALTH DEPARTMENT

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

Attest: \_\_\_\_\_  
\_\_\_\_\_

WAUKESHA COUNTY DEPARTMENT OF  
HEALTH AND HUMAN SERVICES

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

Attest: \_\_\_\_\_  
\_\_\_\_\_