



OHIO DEPARTMENT
OF PUBLIC SAFETY
EDUCATION - SERVICE - PROTECTION

Ted Strickland, Governor
Cathy Collins-Taylor, Director

- Administration
- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol

1970 West Broad Street
P. O. Box 182081
Columbus, Ohio 43218-2081
(614) 466-2550
www.publicsafety.ohio.gov

September 23, 2009

We are very pleased to provide the enclosed template Memorandum of Understanding (MOU) to formally establish regional response teams. The template was developed by a working group of first responders, emergency managers, health department and homeland security officials, and legal counsel who met in response to requests from regional response teams for sample governing documents to formalize multi-jurisdictional and/or multi-disciplinary teams.

Members of response teams represented on the working group acknowledged having differing degrees of formal agreements, but many related concerns that important legal and practical considerations may not have been fully addressed when the teams were formed. Because of the multi-jurisdictional and -disciplinary composition of many regional teams, it is critically important to have a common written understanding about the operational, human resource and legal ramifications of participation. The purpose of the MOU template is to assist team members and sponsoring agencies with identifying and addressing issues relating to their rights and responsibilities when joining an existing regional team or building a new team. The template is currently posted on the Ohio Emergency Management web site at www.ema.ohio.gov.

While the template is a complete document, it is not necessarily designed to be a finished product nor is it a requirement; it simply provides a starting point for interested agencies and can be altered or edited as administrators and/or legal departments deem appropriate. We encourage you to have your chief elected officials, agency or department directors, human resources staff, fiscal staff and legal counsel review both the template and any final agreement that results from its use. If you have any questions or concerns about the template, please do not hesitate to contact us.

There are many regional response teams in the state and they have our gratitude for doing an outstanding job of keeping Ohio safe. We hope that the enclosed template will assist local political subdivisions and other emergency response partners with both developing new teams and formalizing the ones that are already performing valuable services to their communities.

Cathy Collins-Taylor
Director

William F. Vedra, Jr.
Executive Director
Ohio Homeland Security

Nancy Dragani
Executive Director
Ohio Emergency Management Agency

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

An Equal Opportunity Employer

June 9, 2009

**MEMORANDUM OF AGREEMENT
AMONG**

[MEMBERS]

TO ESTABLISH _____ TEAM

This “Memorandum of Agreement” is entered into among _____ [list Member Political Subdivisions] to establish the _____ Team [Name or Type of team].

DEFINITIONS

For purposes of this Agreement the following definitions apply

“Disaster” is defined as any imminent threat or actual occurrence of widespread or severe damage to or loss of property, personal hardship or injury, or loss of life that results from any natural phenomenon or act of a human. See ORC Section 5502.21(E).

“Emergency” is defined as any period during which the congress of the United States or a chief executive has declared or proclaimed that an emergency exists. See ORC Section 5502.21(F).

[ADD any other applicable definitions]

RECITALS

WHEREAS, _____ Team is a group of _____ [discipline] or _____ from _____ [number of counties, cities, other political subdivisions] in _____ [part of the state] Ohio [list Member Political Subdivisions] that performs _____ activities at the request of the any member or State of Ohio. These activities are in preparation for and/or in response to disasters in this state or elsewhere in the nation; and

WHEREAS, Member is a _____ [discipline] or _____ of _____ [local government]; and

WHEREAS, Member’s Employer is a _____ [ex: local fire department] within the _____ Team area and wishes to support Member’s involvement in the _____ Team; and

WHEREAS, _____ [local government] wishes to have Member perform certain _____ Team activities, including training to maintain operational readiness for response to disasters in this state or elsewhere in the nation; and

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the parties hereby agree as follows:

AGREEMENT

1. Team Member Responsibilities. Members will:
 - 1.1. Be an employee in good standing with Member Employer and express interest in the _____ Team;
 - 1.2. Be physically capable of performing _____ activities;
 - 1.3. Assist with recruiting and organizing Members for the _____ Team;
 - 1.4. Participate in and successfully complete all required training for the _____ Team in order to maintain operational readiness for response to disasters;
 - 1.5. Assist in developing and implementing an internal notification and call-out system for _____ Team members in case of a request to respond to a disaster in the state or elsewhere in the nation;
 - 1.6. Maintain the knowledge, skills, and abilities necessary to perform _____ Team activities safely and effectively, including but not limited to having a working knowledge of _____ Team's operating procedures, safety practices, terminology and communication protocols and maintaining current applicable licenses and certifications;
 - 1.7. Keep Member Employers advised of all _____ Team activities.
 - 1.8. Assist in developing and implementing operating guidelines and procedures for incident management for all deployments.
 - 1.9. Advise Member Employers of any change in notification information, i.e., change in address or phone number;
 - 1.10. Track all time spent while deployed and performing _____ Team activities, including overtime, equipment rates, and supplies for purposes of accountability and in preparation for any request for reimbursement from the state or federal government in the event of a disaster declaration.
 - 1.11. [ADD any other applicable duties/responsibilities]

2. Member Employer Responsibilities. Member Employers will:
 - 2.1. Designate a Sponsoring Member Employer OR Association;
 - 2.2. Maintain a primary contact list for all _____ Team Members;
 - 2.3. Provide administrative support to Members, e.g. time off when possible for Team activities such as training, meetings, and deployments;
 - 2.4. Respond as soon as practicable to a request for assistance with acceptance, available resources, and arrival time at the assigned assembly point at the designated time or inability to respond;
 - 2.5. During deployment, comply with general direction provided by the Sponsoring Member and other authorized representatives of _____ Team; and
 - 2.6. Compensate Members for time spent participating in _____ Team activities [OR Allow Members to participate without compensation, but with written permission and requisite liability and workers' compensation coverage OR consistent with applicable bargaining agreements];
 - 2.7. Provide workers' compensation, disability insurance and other applicable fringe benefits, and liability protection for Members assigned to _____ Team.
 - 2.8. Track all time spent while deployed and performing _____ Team activities, including overtime, equipment rates, and supplies for purposes of accountability and in preparation for any request for reimbursement from the state or federal government in the event of a disaster declaration.
 - 2.9. [ADD any other applicable duties/responsibilities]

3. Sponsoring Member Responsibilities. Sponsoring Member will:
 - 3.1. Maintain current a roster of all personnel participating as Members in _____ Team;
 - 3.2. Provide a primary point of contact for _____ Team for the purpose of notifying members;
 - 3.3. Remain in communication with Members' primary point of contact during the period of activation;

- 3.4 Act as the point of contact for purposes of emergency response following a disaster.
- 3.5 In the event state or federal assistance funds are made available following a state or federal declaration, Sponsoring Member will collect reimbursement information, submit requests for reimbursement on behalf of the Team, receive the reimbursement funds and distribute funds to member Employers according to time spent on the deployment by each Member;
- 3.6 Notify Members' primary point of contact of the request for assistance, the nature of the disaster, the number of Members needed, the appropriate skill-sets needed, the estimated length of time assistance will be needed, the place and time for staging of the assistance, and the point of contact at the assigned point of assembly.
- 3.7 [ADD any other applicable duties/responsibilities]
- 3.8 [CONSIDER Maintain, store and insure Team equipment and supplies with costs to be shared equally among the Member Employers].
- 3.9 [CONSIDER adding private sector Members to the Team].

4. Term of Agreement. This agreement will commence as of the date first written above and shall terminate _____, 20____ (the "Initial Term"). The Initial Term may be extended for one (1) year periods upon the written agreement of all of the parties hereto, unless and until the Agreement is terminated as provided in Paragraph 5 herein.

5. Termination. Any party may terminate this Agreement by providing thirty (30) days prior notice to all of the other parties in writing.

6. Amendments. Any party may seek to amend any term of this agreement and it will be amended upon written approval of all Members.

7. Time Devoted by Members. It is anticipated that Members will perform _____ Team activities, including training and actual deployment, on an as needed basis as requested. The amount of time spent by Member will vary from week to week or month to month during the term of this Agreement. At no time should Members' participation in the _____ Team reduce or impair the operational readiness of the Member Employer [local government or jurisdiction]. The parties acknowledge that the Member Employer may withhold resources to assure protection for its own jurisdiction.

8. Member Compensation. Member Employers agree to compensate Members, at the regular rate of pay and in accordance with existing pay schedules, union contracts, collective bargaining agreements, departmental policy, etc., for time spent participating in _____ Team activities, including training and deployment. Members will be considered "on duty" with and continuing in the employ of their Member Employer throughout the time of deployment as a member of the _____ Team. [OR

Allow Members to participate without compensation, but with written permission and requisite liability and workers' compensation coverage OR consistent with applicable bargaining agreements];

9. Non-Employee Status of Members of the _____ Team. The parties agree that neither the _____ Team or the Sponsoring Member OR Association is an employer of any Member. Members are and remain the employees of their respective Member Employer. All activities performed by Members, whether training, special event deployment or actual event response, with _____ Team, shall be deemed to be in the course of and arising out of Member's employment with Member Employer. The parties further agree that Members, in the performance of the _____ Team activities under this Agreement, will remain employees of their Member Employers. The parties hereto expressly deny the existence of any employment relationship between Members and the _____ Team. Accordingly, Member Employers shall be and remain responsible for payment of all taxes, including Federal, State and local taxes arising out of Member's activities performed in accordance with this Agreement, including but not limited to, Federal and State income tax, Social Security tax, and any other taxes as required by law. Member Employers and Member hereby agree to indemnify and hold harmless the Sponsoring Member of _____ Team from any and all claim(s) or liability(ies) relating to, directly or indirectly, payment of Federal, State or local employment taxes in connection with Member's performance of _____ Team activities.

10. Benefits. Member Employers acknowledge that they shall be and remain responsible for Members' employee rights or benefits for time spent on activities for the _____ Team, including disability insurance, life insurance, unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Sponsoring Agency/Employer and Member hereby agree to indemnify and hold harmless the _____ Team from any and all claim(s) or liability(ies) relating to, directly or indirectly, the payment of disability, unemployment, workers' compensation, medical insurance, sick leave or any other benefits to Member in connection with Member's performance of _____ Team activities.

11. Licenses and Certifications. If a person holds a license, certificate or other permit issued by the state or a participating political subdivision evidencing qualification in a professional, mechanical, or other skill, and if the assistance of that person is asked for by a participating political subdivision, the person shall be deemed to be licensed or certified in or permitted by the political subdivision receiving assistance, subject to any limitations and conditions the chief executive of the participating political subdivision may prescribe.

12. Command and Control. Member Employers shall continue to exercise direct supervisory authority over Members during activations, deployments and other activities of the _____ Team. Direction and control over the activation, deployment or other activity rests with the receiving participating political subdivision and shall be in accordance with the incident command system. Nothing in this agreement is intended to, nor does it, affect the employer-employee relationship between Member Employers and Members and Members shall continue to be fully responsible for all of its employment obligations.

13. Entire Agreement; Amendment; Waivers. This Agreement contains the entire understanding and agreement between the parties hereto concerning the subject matters expressed herein. All negotiations between the parties concerning the subject matter hereof are merged into this Agreement, and there are no representations, warranties, covenants, understandings or agreements, oral or otherwise, in relation thereto between the parties other than those incorporated herein. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

14. Reformation of Agreement/Severability. In the event that any part(s), provision(s), or paragraph(s) of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the parties hereto that all remaining part(s), provision(s), and paragraph(s) hereof shall remain in full force and effect to the maximum extent permitted and that this Agreement shall be enforceable as if such void or unenforceable part(s), provision(s) and/or paragraph(s) had never been a part hereof.

15. No Waiver. Any waiver by any party of any act, failure to act, or breach on the part of another party shall not constitute a waiver of such waiving party of any prior or subsequent act, failure to act, or breach by such other party.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law).

IN WITNESS WHEREOF, Members and Member Employers hereby acknowledge that they have read and understand this entire Agreement, agree to abide by all terms and conditions specified herein, and intending to be legally bound, have caused this Memorandum of Agreement to be executed hereto as of the date first written above.

MEMBER EMPLOYERS:

Name: _____

Title: _____

Signature: _____

Date: _____