

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

I. Parties

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum") is entered into as of the **28** day of **January**, 2013, 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 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 public health events affecting Milwaukee County and Waukesha County. The purpose of such coordination is to increase the capacity of members to respond. In no way is this coordination intended to reduce the independent legal authority of each local jurisdiction.

III. Governance

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.

IV. Fiscal Agent

Fiscal Agent: From time to time, it may be necessary for the Consortium to vote on establishing a fiscal agent to administer grants or project funds. 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. The Fiscal Agent shall manage funds per section 9.08 and 10.01 of the By-Laws. Voting will be held in accordance to the bylaws of the Consortium. The Consortium may not ask

the Fiscal Agent to expend local resources for the activities of the Consortium. There may 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.

V. Scope of Activities

The Consortium shall provide structure to support Public Health collaboration and cooperation.

- The Consortium will help integrate local, regional, and national 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.
- 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 emergency response entities, state and federal agencies, and other organizations needed to create an effective and efficient bioterrorism, infectious disease and other public health emergency response system.

VI. Duration of Memorandum and Member Withdrawal from Consortium

The duration of the Memorandum shall continue indefinitely. The Board may, according to the By-laws, act to reorganize or disband itself. Given the disbandment of the consortium, if fiscal agent has funds remaining, the remainder will be dispersed based on the population size of that member health agency's jurisdiction. Alternatively, based on the amount each jurisdiction contributed.

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.

VII. 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.

VIII. Amendment

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

IX. 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.

X. 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.

XI. 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: _____

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: _____
