

Issue Analysis Form



Date: April 14, 2020
Resolution – Agreement for Mutual Aid for Certain Pandemic Related Services

Item:

Lead Department(s): County Attorney

Contact Person(s): Dan Whitten

Description and Current Status

On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a pandemic. On March 12, 2020, Governor Ralph S. Northam issued Executive Order Fifty-One declaring a state of emergency for the Commonwealth of Virginia arising from the novel Coronavirus (COVID-19) pandemic. On March 13, 2020 the President of the United States declared a national emergency, beginning March 1, 2020 in response to the spread of COVID-19.

The Crater Health District has reached out to localities within the District for assistance in “contact tracing” interviews of the COVID-19 outbreak. The Crater Health District will train employees how to conduct a phone interview. The training and interviews will be conducted at their office for a few hours at a time when needed.

Localities will be responsible for paying the employees for the time spent at the Crater Health District.

The County Attorney’s office recommends passing the attached Agreement for Mutual Aid for Certain Pandemic Related Services.

Sample Motion: I move that the Board adopt a Resolution confirming the Agreement for Mutual Aid for Certain Pandemic Related Services.

Government Path

- | | | |
|--|---|--|
| Does this require IDA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require BZA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does This require Planning Commission Action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require Board of Supervisors action? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does this require a public hearing? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| If so, before what date? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia, this 14th day of April, 2020:

Present:

Donald Hunter, Chairman
Alan R. Carmichael, Vice-Chair
Floyd M. Brown, Jr.
Marlene J. Waymack
T. J. Webb

Vote:

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION CONFIRMING AGREEMENT FOR MUTUAL AID FOR CERTAIN PANDEMIC RELATED SERVICES AMONG DESIGNATED LOCALITIES IN THE CRATER HEALTH DISTRICT AND THE VIRGINIA DEPARTMENT OF HEALTH

WHEREAS, the World Health Organization characterized the spread of COVID-19 virus as a pandemic on March 11, 2020; and

WHEREAS, the Governor declared a state of emergency on March 12, 2020 related to the COVID-19 virus; and

WHEREAS, the parties hereto desire to secure to each other the benefits of mutual aid in situations involving services related to the COVID-19 pandemic, including, but not limited to, contact tracing, but specifically excluding fire and rescue services, which are for most signatories covered by separate agreements; and

WHEREAS, the directors of emergency management for each city and county that is a party hereto are authorized to enter into this agreement by § 44-146.19(D), Code of Virginia, 1950, as amended.

NOW, THEREFORE, BE IT RESOLVED, that the Prince George County Board of Supervisors confirms the Agreement for Mutual Aid for Certain Pandemic Related Services Among Designated Localities in the Crater Health District and the Virginia Department of Health by the County Administrator on April 14, 2020 and that the County Administrator is empowered and directed to execute an Agreement for Mutual Aid.

A Copy Teste:

Percy C. Ashcraft
County Administrator

**AGREEMENT FOR MUTUAL AID FOR CERTAIN PANDEMIC RELATED
SERVICES
Among Designated Localities in the Crater Health District and the Virginia Department of
Health**

This Agreement is made and entered into as of April 8, 2020, by and among the cities of Emporia, Hopewell, and Petersburg, the counties of Dinwiddie, Greensville Prince George, Surry, and Sussex, and the Virginia Department of Health; provided, that this Agreement shall be effective for each party immediately upon its signature, regardless of whether or not all parties have signed.

WHEREAS, on March 12, the Governor of the Commonwealth of Virginia declared a state of emergency related to the global COVID-19 pandemic;

WHEREAS, the parties hereto desire to secure to each other the benefits of mutual aid in situations involving services related to the COVID-19 pandemic, including, but not limited to, contact tracing, but specifically excluding fire and rescue services, which are for most signatories covered by separate agreements; and

WHEREAS, the directors of emergency management for each city and county that is a party hereto are authorized to enter into this agreement by § 44-146.19(D), Code of Virginia, 1950, as amended.

NOW, THEREFORE, it is mutually agreed as follows:

A. When one of the parties to this Agreement requests aid for manpower or equipment to assist with contact tracing of known or suspected COVID-19 cases, or other non-fire and rescue service matters related to mitigating the effects of the COVID-19 pandemic disaster from another party to this Agreement, that responding party may dispatch, when available, the requested equipment and personnel to aid in the situation. Requests for aid may be made and received directly by and from the county administrators for the counties, the city managers of the cities, and the Director of the Crater District Health Department, his designee, or other Virginia Department of Health official.

The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for aid shall immediately inform the requesting locality/agency if, for any reason, assistance cannot be rendered.

B. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding locality/agency.

(2) The personnel of the responding locality/agency shall report to the officer in charge of the requesting locality/agency at the location to which the personnel or equipment is dispatched, and shall be subject to the orders and direction of that official. However, the responding locality/agency reserves the right to follow its own safety guidelines while complying with incident objectives. Personnel of the responding locality/agency shall continue to be subject to the applicable rules of conduct, regulations, and policies of their own jurisdiction while acting pursuant to this Agreement.

(3) The personnel and equipment of the responding locality/agency shall be released by the requesting locality/agency when the services of the responding locality/agency are no longer required or when the responding locality/agency is needed within the area for which it normally provides services.

(4) Responses and/or services shall be provided as determined at the time of need and/or as pre-arranged for certain response areas (i.e. automatic responses).

(5) Each party to this Agreement is responsible for informing its employees that they must maintain the confidentiality of patient health information in keeping with the rules of the Health Insurance Portability and Accountability Act.

C. Each party to this Agreement waives any and all claims against all the other parties which may arise out of the parties' actions outside of their respective jurisdictions under this Agreement.

Nothing in this Agreement is intended or shall be construed to require any party to indemnify and save harmless the other parties to this Agreement from claims by third parties for property damage or personal injury which may arise out of the activities of the other parties.

D. All equipment used by the responding locality/agency in carrying out this Agreement shall, at the time of action hereunder, be owned by the responding locality/agency; and all personnel acting for the responding locality/agency under this Agreement shall, at the time of such action, be employees of the responding locality/agency.

E. Actions taken and expenditures made pursuant to this Agreement shall be deemed conclusively to be for a public and governmental purpose and all of the immunities from liability enjoyed by a party when acting for a public or governmental purpose within its territorial limits shall be enjoyed by it to the same extent as when such party is so acting, under this Agreement, beyond its territorial limits.

The personnel of any party to this Agreement, when acting hereunder, or under other lawful authority, beyond the territorial limits of their jurisdictions, shall have all of the immunities from liability and exemptions from laws, ordinances and regulations, enjoyed by them while performing their respective duties within the territorial limits of their jurisdictions.

F. All services provided by a party under this Agreement shall be performed without monetary compensation to the responding locality/agency, unless otherwise agreed to.

G. All salaries, pensions, health insurance, disability protection, worker's compensation, death benefits, and other benefits provided to employees of the parties to this Agreement shall apply to the services performed by those employees under this Agreement outside their respective jurisdictions. Unless otherwise agreed to, all these expenses shall be paid by the responding locality/agency, which normally employs such employees. Each locality/agency shall be responsible for following local workers compensation protocol for its employees.

H. This Agreement is in addition to and is not meant to rescind, supersede, or replace any previous written agreements and oral understandings relating to the provision of mutual aid for fire and rescue and emergency medical services between and among the parties.

This Agreement is not intended to rescind, supersede, or replace any automatic mutual aid agreements or financial agreements for fire and rescue and emergency medical services between and among the parties.

I. Any of the parties hereto may withdraw from this Agreement by giving thirty (30) days written notice to that effect to the other parties at the addresses shown on the signature pages. Any notice shall be effective if given by registered or certified mail, return receipt requested, or by other receipted delivery.

This Agreement shall remain in effect until superseded, amended, or rescinded in writing by one or more participating signatory parties. However, it shall remain in effect for all remaining signatory parties unless or until it is terminated in writing by the remaining parties.

This Agreement shall be effective for each party immediately upon its signature, regardless of whether or not all parties have signed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

COUNTY OF PRINCE GEORGE

By: _____
Title: _____
Date: _____

Address for Notice:

County Administrator
Prince George County
6602 Courts Drive
Prince George, Virginia 23875

Legal Form Approved:

Dan N. Whitten,
County Attorney

Virginia Department of Health

Robert W. Hicks
Deputy Commissioner for Community Health Services
Virginia Department of Health

Date

Alton Hart, Jr., M.D., MPH
District Health Director
Crater Health District

Date