

**Richland Public Health**  
**555 Lexington Ave., Mansfield, OH**  
**44907**  
**419-774-4500**  
**[www.richlandhealth.org](http://www.richlandhealth.org)**

## Memorandum of Understanding

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**Between**  
**Richland Public Health (RPH)**  
**And**  
**Pioneer Career and Technology Center**  
**Re: RPH Continuity of Operations**

### **Purpose and Scope:**

A Continuity of Operations plan (COOP) refers to the internal efforts that RPH must take to assure that the capability exists to continue essential functions in response to a broad spectrum of emergencies or operational interruptions. COOP is an ongoing process that is driven by the need to carry on serving the public in times of limited availability to our normal every day service location at 555 Lexington Ave, Mansfield, OH.

This agreement, hereinafter referred to as MOU, by and between Richland Public Health hereinafter referred to as RPH and the Richland County Pioneer & Career Center, 27 Ryan Rd, Shelby, Ohio, hereinafter referred to as Pioneer, is entered into upon signature by the Health Commissioner of RPH Julie Chayla, M.A., M.Ed., Ph.D. and Superintendent of Pioneer Greg Nickoli.

The purpose of this MOU is to define the working relationship between RPH and Pioneer. This agreement serves to identify the collaborative roles and responsibilities of the two agencies in the event that RPH's current place of business (555 Lexington Ave.) is compromised to the level that relocation of essential services is necessary. In this case, Pioneer agrees to provide an appropriate setting for RPH to relocate its essential services for at least 30 days. If RPH has not found a place of operations within thirty days, this MOU may be extended.

This MOU is in effect for 2 years from the signature date, at which time both parties will review it, add any appropriate updates, and renew it.

### **Authority:**

WHEREAS, section 5502.29 of the Ohio Revised Code (ORC) provides in pertinent part that “Political Subdivisions, in collaboration with other public and private agencies within Ohio, may develop mutual aid assistance or agreements for reciprocal emergency management assistance or “aid” in case of any hazard too great to be dealt with unassisted,” and,

WHEREAS, city, general and combined general health districts are political subdivisions created by ORC 3709, and,

WHEREAS, the Health District deems it to be sound public health policy and in the best public interest to cooperate among other agencies;

THEREFORE, the Board of Health identified in Schedule A who has reviewed this Agreement and, by affirmative motion at a public meeting, approved this Agreement do authorize their respective Health Commissioner to sign this Agreement.

### **Limitations**

The provision of Mutual aid is strictly voluntary.

### **Roles and Responsibilities**

RPH will provide staff, technical equipment, supplies and administrative supervision technologist during the interim time that Pioneer is being used.

Pioneer will provide:

- Sufficient space, desks, and chairs within twelve hours of notification and for at least up to thirty days.
- Reliable logistical support, services, and infrastructure systems, including electricity, backup power source, heating, cooling, water, and sewer.
- Food Preparation area.
- Parking Lot.
- Consideration for health, safety, and emotional well-being of personnel.
- Internet access.

### **General Terms and Conditions:**

This agreement will go into effect when:

- 1) The Health Commissioner of Richland Public Health or the Richland County Board of Health declares that the activation of the Continuity of Operations Plan (COOP) and relocation is necessary.
- 2) RPH schedules drills or exercises with permission of Pioneer.

### **Liability, Immunity, and Indemnity:**

Each party shall assume full liability for its own risk associated with the activities undertaken pursuant to this MOU. The work performed pursuant to this MOU will be performed on a best efforts basis.

### **Effective Date, Term of Agreement, and Withdrawal**

This agreement is in effect until either party terminates. Both parties will give the other a 30 day notice of the need to terminate. This agreement will be updated, as needed, due to

- 1) This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation..
- 2) Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

### **Signatories**

This MOU shall be effective upon the signature of **Party A and Party B** authorized officials.  
Signatures and dates

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Julie Chaya, M.A., M. Ed, Ph.D., Health  
Commissioner

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Greg Nickoli, Superintendent

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Date

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Date