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## CITY OF DANBURY

HEALTH, HOUSING & WELFARE DEPARTMENT  
155 DEER HILL AVENUE, DANBURY, CT 06810

Central Health & Housing Office  
203 - 797-4625  
Fax 796-1596

Central Welfare Office  
203 - 797-4569  
Fax 797-4566

Mayor Mark Boughton  
Common Council  
155 Deer Hill Ave  
Danbury, CT 06810

9/26/06

Re: HVCEO Regional Public Health Mutual Aid Agreement

Dear Mayor Boughton and Members of the Common Council:

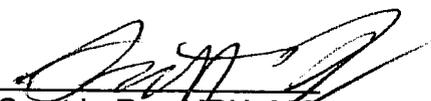
For the past several months Mr. David Hannon of HVCEO has worked with local municipal Health Directors on a collaborative effort to develop a formalized Regional Public Health Mutual Aid Agreement for the Housatonic Valley Region.

The proposed Public Health Mutual Aid Agreement would help the City of Danbury and members of the greater Housatonic Valley region respond to all public health emergencies as defined in Public Act 03-236 of the Connecticut General Statutes, the Public Health Emergency Response Act.

The Regional Public Health Mutual Aid Agreement is an essential tool to establish a formal cooperative system upon which an effective response to area public health emergencies will depend.

The proposed resolution is attached for review and action; if you have any questions feel free to contact Mr. Hannon or myself directly at 797-4625.

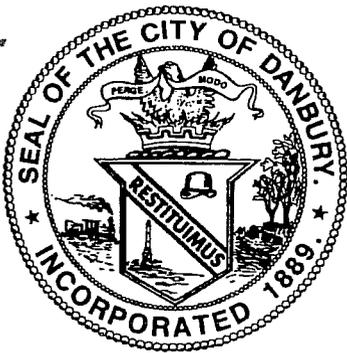
Sincerely,

  
Scott LeRoy MPH, MS  
Director of Health, Housing & Welfare

# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 200\_



RESOLVED by the Common Council of the City of Danbury:

WHEREAS, area municipal health directors and the Connecticut Department of Public Health, the Connecticut Department of Emergency Management and Homeland Security, the Danbury and New Milford Hospitals and the Western Connecticut Chapter of the American Red Cross have worked together to develop a "Public Health and Medical Services Regional Emergency Response Plan" for the Housatonic Valley Region; and

WHEREAS, this plan is designed to address large scale public health emergencies such as outbreaks of dangerous communicable diseases, releases of chemical or radiological agents, bioterrorism events, natural or manmade disasters and other forms of public health emergencies; and,

WHEREAS, implementation of this plan relies on a system of mutual aid among regional municipalities to facilitate the sharing of available municipal response and recovery resources in order to deal collaboratively with such emergencies; and,

WHEREAS, the area municipal health directors have developed a proposed Regional Public Health Mutual Aid Agreement for the Housatonic Valley Region in order to establish the formal cooperative system upon which an effective response to area public health emergencies will depend; and,

WHEREAS, the execution of the foregoing agreement is in the best interests of the City of Danbury.

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT Mayor Mark D. Boughton be and hereby is authorized to execute the aforementioned Regional Public Health Mutual Aid Agreement on behalf of the City of Danbury, and that Mayor Boughton be and hereby is authorized to take any additional action that may be necessary to effectuate the purposes hereof.



## **Regional Public Health Mutual Aid Agreement for the Housatonic Valley Region**

This Agreement, made this 21<sup>st</sup> day of July, 2006 by and among the Town of Bethel, the Town of Bridgewater, the Town of Brookfield, the City of Danbury, the Town of New Fairfield, the Town of New Milford, the Town of Newtown, the Newtown Health District, the Town of Redding, the Town of Ridgefield and the Town of Sherman.

WHEREAS, municipalities in the Housatonic Valley Region recognize that bioterrorism and other terrorism events, outbreaks of dangerous communicable diseases, releases of chemical or radiological agents, natural or man-made disasters, and other forms of public health emergencies may exceed the response and recovery capabilities of any single municipality to preserve and protect the health, safety, and welfare of its residents; and

WHEREAS, local health departments in Connecticut lack the resources to effectively respond in isolation to a large scale public health emergency; and

WHEREAS, the Connecticut Department of Public Health and the Connecticut Department of Emergency Management and Homeland Security have established mass dispensing and emergency planning areas designed to facilitate an effective regional response to a large scale public health emergency; and

WHEREAS, the health departments and districts from all municipalities in the Housatonic Valley Region have established the *Public Health and Medical Services Regional Emergency Response Plan* to effectively address the emergent needs of all who reside and work in the Region in the event of a public health emergency that is beyond the response capacity of a local health department or health district; and

WHEREAS, the implementation of the *Public Health and Medical Services Regional Emergency Response Plan* for the Housatonic Valley Region relies on the use of mutual aid and assistance to facilitate the sharing of available municipal response resources;

WHEREAS, there have historically been informal agreements between municipal departments in the Housatonic Valley Region to provide mutual aid in response to incidents that exceed the resources of any one municipal jurisdiction; and

WHEREAS, local governments may elect to enter into mutual aid agreements to prevent and combat the effects of a public health emergency as defined in Public Act 03-236 of the Connecticut General Statutes, the Public Health Emergency Response Act; and

WHEREAS, the Chief Elected Officials of the Housatonic Valley Region recognize the need for and benefit of a regional response to public health emergencies, and are committed to the implementation of this formal, written Mutual Aid Agreement that will facilitate a collaborative response to public health emergencies within the Region.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, the Parties hereto agree as follows:

21-3

1. To work cooperatively with each other to furnish public health personnel, equipment, supplies and facilities and render such public health services to each other as may be necessary to prepare for, respond to, and recover from a large scale public health emergency. For the purposes of this Agreement, a large scale public health emergency is defined as the occurrence or imminent threat of a communicable disease, except sexually transmitted diseases, or contamination caused or believed to be caused by bioterrorism, an epidemic or pandemic disease, a natural disaster, a chemical attack or accidental release or a nuclear attack or accident that poses a substantial risk of a significant number of human fatalities or incidents of permanent or long-term disability and requires a sustained level of response and recovery exceeding the capabilities of any single jurisdiction.
2. It is mutually agreed that each municipality's foremost responsibility is to its own citizens and that the rendering of aid and assistance under the terms of this Mutual Aid Agreement are voluntary.
3. No liability of any kind or nature shall be attributed to or assumed by any municipality, either expressly or by implication, as a result of its refusal to render aid and assistance in response to a request pursuant to the terms of this Agreement. Further, no such liability shall be attributed to or assumed by any municipality, as a result of its withdrawal of aid and assistance once provided pursuant to the terms of this Agreement.
4. No request for mutual aid pursuant to this Agreement and no response to such a request shall be made by the Parties hereto unless such request or response is approved by the Chief Elected Officials of the requesting and assisting jurisdictions, or their designees. In Health Districts, the decision to request or provide public health mutual aid is also contingent upon approval by the Chief Executive of the District's Governing Board.
5. Any mutual aid extended under this Agreement will be extended with the express understanding that all Parties shall comply with the National Incident Management System (NIMS) and employ the Incident Command System or the Unified Command System as deemed appropriate by the Parties to direct personnel and equipment provided pursuant to this Mutual Aid Agreement.
6. The assurance of mutual aid set forth herein constitutes the sole consideration for the performance hereof and no Party is obligated to reimburse any other for any action taken or aid rendered hereunder. No Party to this Agreement is obligated to reimburse any other Party to this Agreement for any personnel, equipment, or facility resources or expenses provided; or for any damage to equipment or facilities; or for liability incurred in the course of rendering public health mutual aid and assistance herein provided for. The sole exception to the foregoing is for consumable supplies, which are subject to reimbursement by the requesting jurisdiction. The timing and method of reimbursement for consumable supply costs will be negotiated by the Parties after the incident is fully resolved.
7. All functions and activities performed under this Agreement are declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement is not construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons have any right of action under this Agreement for any cause whatsoever. All immunities and defenses provided by law shall be retained by the Parties hereto and none of the provisions of this Agreement shall be construed as a waiver thereof.

8. Each Party to the Agreement waives all claims against the other Parties for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except in cases of willful and wanton misconduct, gross negligence, or bad faith of any officer, employee, or agent of another Party to this Agreement.
9. This Agreement remains in full force and effect from the date herein above written unless sooner terminated by any of the Parties giving to the others thirty (30) days written notice of such termination. This Agreement may be amended only by the mutual written consent of the Parties.
10. Nothing herein supercedes or replaces any existing Mutual Aid Agreements for situations other than those involving a public health emergency.
11. This Agreement is to be implemented in accordance with the standard operating procedures outlined in Section III.Q, Public Health Mutual Aid and Assistance of the *Public Health and Medical Services Regional Emergency Response Plan* for the Housatonic Valley Region, including the definitions contained therein.

In witness whereof, the Parties hereof have caused this Agreement to be executed as of the day and year first, herein above written.

**Town of Bethel**

\_\_\_\_\_  
Robert Burke, First Selectman

**Town of New Milford**

\_\_\_\_\_  
Patricia Murphy, Mayor

**Town of Bridgewater**

\_\_\_\_\_  
William T. Stuart, First Selectman

**Town of Newtown**

\_\_\_\_\_  
Herbert C. Rosenthal, First Selectman

**Town of Brookfield**

\_\_\_\_\_  
Jerome Murphy, First Selectman

**Town of Redding**

\_\_\_\_\_  
Natalie T. Ketcham, First Selectman

**City of Danbury**

\_\_\_\_\_  
Mark Boughton, Mayor

**Town of Ridgefield**

\_\_\_\_\_  
Rudolph P. Marconi, First Selectman

**Town of New Fairfield**

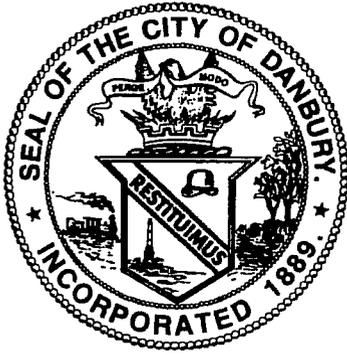
\_\_\_\_\_  
John Hodge, First Selectman

**Town of Sherman**

\_\_\_\_\_  
Andrea O'Connor, First Selectman

**Newtown Health District**

\_\_\_\_\_  
Robert Grossman, M.D., Chairperson, Board of Directors



# RESOLUTION

21-5

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\_\_\_\_\_ A. D., 200\_\_

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