

Health Department of Northwest Michigan

MEMORANDUM OF UNDERSTANDING (MOU) FOR USE OF THE STRATEGIC NATIONAL STOCKPILE  
IN THE EVENT OF A MASS MEDICAL EMERGENCY

The Health Department of Northwest Michigan and the Little Traverse Bay Band of Odawa Indians agree that:

In the event of a mass medical emergency in the State of Michigan, local and state health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and/or prophylaxis to effectively respond. Resources from the state, federal, and private sector will be mobilized and deployed to augment local medical and health resources and support the management and distribution. Such an event may require the use of the Little Traverse Bay Band's Commodities Building facility to support the distribution and/or other similar assets.

The Health Department of Northwest Michigan and the Little Traverse Bay Band of Odawa Indians enter into this partnership as follows:

1. **Facility Space:** The Health Department of Northwest Michigan accepts designation of the Little Traverse Bay Band's Commodities Building located in the city of Petoskey, as the Emergency Mass Dispensing Site, in the event that the need arises.
2. **Use of the Facility:** Request to use the facility as a Dispensing Site will occur as soon as possible through the Health Department of Northwest Michigan's Emergency Preparedness Coordinator. Designation and use of the Little Traverse Bay Band's Commodities Building will be mutually agreed upon by both parties to this agreement.
3. **Modification or Suspension of Normal Facility Business Activities:** The Commodities Building agrees to alter normal operations in support as needed.
4. **Use of Facility Resources:** The Little Traverse Bay Band of Odawa Indians agrees to authorize the use of facility equipment such as buildings, communications equipment, computers, Internet services, copying equipment, fax machines, etc. Facility resources and associated systems will only be used with the Little Traverse Bay Band's authorization and oversight to include appropriate orientation/training as needed.
5. **Costs:** All reasonable and eligible costs associated with the emergency and the operation of the Dispensing Site that include modifications or damages to the facility structure, equipment and associated systems directly related to their use in support of the Dispensing Site facility operations will be submitted for consideration and reimbursement through established disaster assistance programs.
6. **Liability:** Emergency Management Public Act 390, as amended (part 30.411, Sec. 11 (2), (6) addresses immunity from liability for services rendered voluntarily and without compensation in support of emergency operations during a local emergency or disaster declared by the Governor. Public Health Code Act 368 of 1978 addresses immunity from liability for employees and volunteers during free vaccination clinics conducted by Health Department.
7. **Contact Information:** The Little Traverse Bay Band's Commodities Building staff will provide the Health Department appropriate facility 24 hour/7 day contact information, and update this information as necessary.
8. **Duration of Agreement:** The minimum term of this MOU is five years from the date of the initial agreement. Subsequent terms may be longer with the concurrence of all parties.
9. **Agreement Review:** A review will be initiated by the Health Department and conducted following an event or within five years after the effective date of this agreement. At that time, this agreement may be negotiated for renewal. Any changes at the facility that could impact the execution of this agreement will be conveyed to the identified primary contacts or their designees of this agreement as soon as possible. All significant communications between the Parties shall be made through the primary contacts or their designees.
10. **Amendments:** This agreement may be amended at any time by signature approval of the parties' signatories or their respective designees.

11. **Termination of Agreement:** Any Party may withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the partnership created thereby will be considered terminated thirty (30) days from the date the non-withdrawing Party receives the notice of withdrawal from the withdrawing Party.
12. **Capacity to Enter into Agreement:** The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

Rebecca Basco Bentley 2/23/15  
 Little Traverse Bay Band of Odawa Indians Representative Date

[Signature] 2/26/15  
 Health Department of NWMI Date

**To authorize facility use, call:**

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Daytime phone number

\_\_\_\_\_  
 After-hours/emergency phone number

**To open facility, call:**

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Daytime phone number

\_\_\_\_\_  
 After-hours/emergency phone number

**Alternate contact to open facility, call:**

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Daytime phone number

\_\_\_\_\_  
 After-hours/emergency phone number

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 File