



**MEMORANDUM OF UNDERSTANDING
BETWEEN
[MUNICIPALITY]
AND
THE NEW YORK STATE TRIBUTE FOUNDATION, INC.**

I. PURPOSE

This Memorandum of Understanding (MOU) is made and entered into as of the _____ day of _____, 20__, by and between _____, a municipal jurisdiction (herein referred to as "Municipality") and the NEW YORK STATE TRIBUTE FOUNDATION, INC., having a mailing address at 1 South Family Drive, Albany, New York 12205.

This MOU covers those relationships, policies, and activities in which the New York State Tribute Foundation, Inc., through its volunteers of its Family Assistance Commission (FAC), may conduct operations to support the Municipality when responding to disasters with potential mass fatalities within the State of New York.

II. BACKGROUND

The New York State Tribute Foundation, Inc., through its affiliate, New York State Funeral Directors Association, has the resources and personnel able to assist in disasters which include multiple fatalities.

The Municipality will act as the coordinator of resources and personnel designated to respond to the current disaster (the "Disaster") and desires to engage The New York State Tribute Foundation, Inc. to provide appropriate activities and services with respect to the Disaster.

The Municipality and The New York State Tribute Foundation, Inc. desire to set forth certain terms of their cooperation and responsibilities with respect to the services to be provided by The New York State Tribute Foundation, Inc. or its affiliates, regarding the Disaster.



III. GOALS

The goals of the Memorandum of Understanding are:

- A. To formalize the relationship between the [Municipality] and The New York State Tribute Foundation;
- B. To ensure the coordination of all resources; and
- C. To specify the roles and responsibilities of the [Municipality] and The New York State Tribute Foundation.

IV. RESPONSIBILITIES

A. The Municipality

- (1) Represents that it, or one of its officials, has been appointed to lead the coordination and the use of resources and personnel with respect to the Disaster.
- (2) Agrees that to the full extent permitted by any applicable law, regulation, or otherwise, the Municipality shall undertake to indemnify the New York State Tribute Foundation, Inc. and its affiliates and volunteers from any and all liability, responsibility, or damages which may occur or result from any services provided by the New York State Tribute Foundation, Inc., or any of its affiliates or volunteers which relate to the Disaster. "Volunteers" are the funeral directors who serve as members of the FAC of the New York State Tribute Foundation, Inc. who will provide services pursuant to this MOU.
- (3) Understands and agrees that the services to be performed by the New York State Tribute Foundation, Inc. or its affiliates, pursuant to this MOU, will be performed exclusively by volunteers who are funeral directors licensed and registered with the State of New York and have appropriate training to provide these services.



- (4) Agrees to seek to obtain reimbursement for the New York State Tribute Foundation, Inc., or its affiliates or its volunteers, for all amounts incurred for food, travel, lodging, equipment, supplies or any other expenses of the New York State Tribute Foundation, Inc., any of its affiliates, or any of the volunteers in connection with the Disaster. Any such amounts obtained or to be paid by the Municipality shall be paid directly to the New York State Tribute Foundation, Inc. which will reimburse its affiliates and volunteers.
- (5) Understands and agrees that The New York State Tribute Foundation, Inc., and its affiliates and volunteers, will not provide any services with respect to the Disaster unless and until this Memorandum of Understanding is executed by an appropriate official as designated by the Municipality.
- (6) Understands and agrees that the New York State Tribute Foundation, Inc. shall have the sole right to determine the number of licensed and registered funeral directors and other personnel who will assist in the services to be provided pursuant to this Memorandum of Understanding with respect to this Disaster.

B. The New York State Tribute Foundation, Inc.

- (1) Shall designate one of its volunteers or other individual to coordinate the efforts of New York State Tribute Foundation, Inc. with the Municipality, and such designated individual shall make all necessary decisions on behalf of New York State Tribute Foundation, Inc. with respect to this Disaster.
- (2) Represents that it has available an appropriate number of funeral directors who are licensed by the State of New York and are adequately trained to perform the services set forth in this Memorandum of Understanding.
- (3) Shall assist, as requested by the Municipality, in the family assistance center or other area established for the purpose of conducting post-mortem interviews and collecting ante-mortem records and information.
- (4) Shall assist, as requested by the Municipality, in the notification of family members when positive identification is obtained.
- (5) Shall assist, as requested by the Municipality, in collecting disposition instructions utilizing the identification form as mutually agreed upon by the parties involved.



- (6) Shall assist, as requested by the Municipality, in the preparation of death certificates and with other administrative duties for the Office of the ME/Coroner or similar jurisdictional authority.

V. IMPLEMENTATION OF MOU

A. **Terms of MOU.** The Municipality and the New York State Tribute Foundation, Inc. agree that the terms of this MOU, and any services to be provided by the New York State Tribute Foundation, Inc. or its affiliates and volunteers pursuant to this MOU, shall remain confidential between the parties, except to the extent that such information may be required to be divulged pursuant to any statute, law or regulation.

- (1) The New York State Tribute Foundation, Inc. volunteers acting pursuant to this MOU or on behalf of the Municipality shall not be considered employees or agents of the Municipality. The New York State Tribute Foundation, Inc. shall establish the eligibility requirements for its volunteers who will provide services pursuant to this MOU.
- (2) This MOU contains the entire understanding of the parties hereto with respect to the matters described herein. There are no other agreements (express or implied), representations, or other matters, written or oral, purportedly agreed to or represented to or on behalf of either the New York State Tribute Foundation, Inc. or the Municipality.
- (3) Nothing herein shall confer any rights or remedies upon any person other than the parties hereto.
- (4) Nothing herein shall preclude the New York State Tribute Foundation, Inc. from seeking or accepting reimbursement or compensation for its and its volunteers' services and costs from entities in the private sector.
- (5) The Municipality and the New York State Tribute Foundation, Inc. hereby agree that this MOU shall be construed under the laws of the State of New



York.

- (6) The New York State Tribute Foundation, Inc. and the New York State Funeral Directors Association, Inc., shall not in any manner be liable or responsible for any actions of the volunteers. The volunteers retain the right to determine the method, manner and means by which the services required pursuant to this MOU shall be performed, subject to any rules or guidelines established by the New York State Tribute Foundation, Inc. The volunteer shall only be required to devote such time to the performance of duties under this MOU as the volunteer deems most appropriate to fulfill the volunteer's obligations under this MOU.

B. Effective Date. This Memorandum of Understanding shall be in effect from the date hereof until the earlier of (1) the date the Memorandum of Understanding is mutually terminated in writing by the Municipality and the New York State Tribute Foundation, Inc.; or (2) upon written notice by either the Municipality or the New York State Tribute Foundation, Inc. to the other party providing a specific date for the termination of the Memorandum of Understanding which termination date must be not less than three (3) days after delivery of the written notice, except as otherwise provided below. Notwithstanding the preceding sentence, the New York State Tribute Foundation, Inc. may terminate this Memorandum of Understanding immediately upon providing written notice to the Municipality if (a) it determines that the Municipality serving as a party to this MOU is not, in effect, the lead agency in charge of coordinating the resources and personnel for responding to this Disaster; (b) it determines that the person appointed by the Municipality to coordinate the resources concerning the Disaster is not appropriate; or (c) it determines that the Municipality is not using the services to be provided by the New York Tribute State Foundation, Inc. in an appropriate or effective manner, or consistent with this MOU. Notwithstanding anything to the contrary, either the Municipality or the New York State Tribute Foundation, Inc. may terminate this Memorandum of Understanding immediately upon written notice to the other party that there has been a breach of this Memorandum of Understanding.



Douglas R. Brueggemann, Chairman
NYSFDA Family Assistance Commission

Designated Municipal Official

Michael A. Lanotte, President
New York State Tribute Foundation, Inc.

Date