0.2 PURPOSE

A. This Higher Education Institutions of the Baltimore Metropolitan Area Memorandum of Understanding for Mutual Assistance and Cooperation ("MOU") describes a framework of cooperative relationships and documents a pledge of mutual support and assistance among participating higher education institutions (each, a "participating institution" or "institution"; collectively, "participating institutions") in managing emergencies on their campuses. Emergencies may include, but are not limited to: hurricanes, tornados, storms, floods, high water, wind-driven water, tidal waves, earthquakes, landslides, mudslides, snowstorms, droughts, fires, and explosions. An emergency may impact an institution to such an extent that the institution requires assistance to supplement its own efforts and resources in order to save lives and protect property, protect public health and safety, and recover the ability to conduct essential institutional operations.

B. This MOU is a non-binding pledge of mutual support, and it does not require the commitment of any specific resources of any signatory institution. Each institution retains sole authority and discretion to determine whether and to what extent it will commit its institution's resources for the purpose of aiding another institution. Nothing in this MOU requires or authorizes an institution to provide resources in contravention of applicable law, institutional policy or contractual commitment, including but not limited to commitments contained in a labor agreement.

C. In this MOU, a participating institution which requests assistance is referred to as a "requesting institution", and a participating institution which provides assistance is referred to as a "providing institution". Examples of the types of services and assistance that may be requested and provided under this MOU are listed in Annex 1.

D. This MOU does not:

1. Supersede any present or future MOUs or any related arrangements between any of the participating institutions; or
2. Limit the ability of the participating institutions to enter into other MOUs or arrangements with one another or with other entities.

0.4 REQUESTING ASSISTANCE

A. The chief executive officer (CEO) of each institution will designate at least one representative (the "MOU Representative") of the institution who will be its contact point to other participating institutions in connection with requests for support under this MOU. The MOU Representative will be the single point of contact in the institution (1) to receive and coordinate requests for assistance from participating institutions, (2) to submit requests of the institution for assistance from other participating institutions, and (3) to submit appropriate information concerning emergencies and emergency response to the proper authorities.

B. An institution's receipt of, or request for, assistance under this MOU will be activated only by that institution's MOU Representative.

C. Requests for assistance may be oral or in writing.
1. Oral requests will be confirmed in writing at the earliest possible date.
2. Requests for assistance should contain:
   a. A description of the emergency that necessitates the assistance;
   b. The amounts and types of personnel, equipment, materials, supplies, and other assistance needed;
   c. The estimated length of time the assistance will be needed;
   d. The places, times, and locations for staging the requested resources; and
   e. Official points of contact for the requesting institution.

D. The requesting institution shall coordinate the activities related to the emergency, including, but not limited to, establishing contact and consulting frequently with any local, state, or federal agencies, as appropriate, that are involved in related emergency or crisis situations to ensure there is a free and on-going exchange of information generally relating to emergency capabilities. This includes informing local emergency officials and/or the Maryland Emergency Management Agency (MEMA) of oral and written requests for assistance.

06 LIMITATIONS

A. A responding institution will provide requested assistance:
   1. Within the parameters of law and consistent with its current institutional policies and regulations;
   2. To the extent that providing assistance does not unduly diminish the responding institution’s resources;
   3. To the extent that providing assistance will not cause the responding institution to exceed its budget for the fiscal year; and
   4. To the extent that the employees of the responding institution are qualified to provide the assistance requested and the assistance does not endanger the activities of the responding institution.

B. A requesting institution, within the parameters of law and consistent with its current institutional policies and regulations, will afford to emergency responders from a responding institution the same powers, duties, rights, and privileges as they are afforded at the responding institution.

C. Employees of a responding institution shall remain employees of that responding institution and subject to the supervision of that responding institution.

D. Employees of a responding institution continue under the command and control of their regular supervisors, but the organizational units of the employees and supervisors will be under the operational control of the emergency service authorities of the requesting institution. Each responding institution reserves the right to limit or terminate the services being provided by its personnel whenever necessary for the health and safety of those personnel.

E. Each institution shall be responsible for workers’ compensation claims filed by its employees related to work performed under this MOU, regardless of the location of the work.

F. A requesting institution will ensure that personnel from responding institutions are provided radio or other forms of effective communications capabilities with coordinating officials or incident managers at the requesting institution.

G. The provisions of this section take effect only:
1. When assistance is requested consistent with .02 Requesting Assistance; or
2. For testing, training, or exercises related to providing assistance as described in this MOU.

H. The provisions of this section will continue so long as the incidents or conditions necessitating the requests for assistance are on-going and the responding institutions have the resources to continue providing assistance.

.08 LIABILITY

A. Each institution will be responsible for claims that might be asserted against it or its employees, or asserted by its employees as workmen's compensation claims, related to services it provides or receives pursuant to this MOU. Each institution waives the right to seek damages from another institution or its personnel for death, personal injury, or property loss or damage, related to actions of that institution or its personnel as described in this MOU, except when the damages are the result of gross negligence or willful action intended to cause injury.

B. Each institution will take appropriate steps to seek amendment of its general liability insurance policy (if any) or self-insurance program (if any) so that actions of personnel of a responding institution at the locations of requesting institutions are covered by insurance as fully as if the actions occur at the responding institution's own sites.

C. The State Tort Claims Act and the Local Government Tort Claims Act will apply to claims related to actions of personnel of a responding institution who are State or local government employees, respectively.

D. This MOU will not be construed as a waiver of any common law or statutory immunity or limited liability that may be claimed by a responding institution or requesting institution.

.10 REIMBURSEMENT

A. Each responding institution will remain responsible for all benefits and compensation to its personnel who may be assisting a requesting institution. A requesting institution receiving assistance will not compensate the personnel of a responding institution who are providing support, and will not be considered the employer of the personnel of a responding institution.

B. Unless otherwise agreed between a requesting institution and a responding institution, a requesting institution will reimburse a responding institution for reasonable and necessary expenses incurred by the responding institution to provide requested support. Reasonable and necessary expenses include, but may not be limited to, the following items when incurred to provide requested support: cost of labor time, travel at standard rates, cost of supplies used (from inventory, or purchased for the purpose of responding), and cost of equipment rented.

C. Estimates of expenses incurred by an institution providing support to a requesting institution will be provided periodically, but no more often than weekly, upon request. Expense records in sufficient detail to satisfy generally accepted accounting or auditing practices will be provided to institutions that receive the assistance as soon as reasonably possible after the assistance has ended. Payments will be made by requesting institutions within 60 days after invoices are received.
.12 IMPLEMENTATION

A. Participating institutions are encouraged to regularly consult with each other and emergency management agencies to exchange information and plans relating to emergency management.

B. This MOU takes effect for each participating institution on the date this MOU is signed by the CEO of that institution.

C. An institution may withdraw from this MOU at any time by giving written notice to the Emergency MOU representatives from other participating institutions. A withdrawing institution ordinarily will provide at least 30 days prior notice in writing.

D. Withdrawing from this MOU does not relieve the withdrawing institution from any accrued obligation to reimburse expenses of responding institutions that have provided support to the withdrawing institution in accordance with this MOU.

E. Copies of this MOU and any related agreements as they are placed in effect will be provided to the participating institutions or other parties and appropriate emergency management agencies.

F. This MOU may not be assigned, modified or altered in whole or in part, without the prior written consent of all of the participating institutions.

G. Nothing contained in this MOU shall be construed in any manner to create any relationship among the parties other than as expressly specified herein. The parties shall not be considered partners or co-venturers for any purpose on account of this MOU.

H. This MOU shall not create any rights, including without limitation, third party beneficiary rights, in any person, including without limitations students and employees of the participating institutions.

.14 EFFECT

A. If any part or parts of this MOU is found to be illegal, incorrect, or inapplicable by hearing bodies of competent jurisdiction, the validity or applicability of the remaining portions of this MOU will not be affected.

B. This MOU:
   1. Is for the sole purpose of describing a framework of cooperative relationships and a pledge of mutual support and assistance among participating institutions in managing emergencies;
   2. Will continue in effect so long as at least two institutions remain participating institutions;
   3. Will be reviewed by the designated representatives from the participating institutions and revised as necessary at least every three years; and
   4. Does not preclude any of the participating institutions from providing assistance to one another when requested outside the terms of this MOU.
Annex 1 – Examples of Services and Assistance

Consistent with the purpose of this MOU, examples of the types of services and assistance that may be provided under this MOU includes, but is not limited to:

A. Facilities assistance:
   1. Personnel: electricians, plumbers, housekeeping, grounds, etc.;
   2. Loaned equipment: generators, trucks, loaders, chain saws;
   3. Transportation: buses, vans, and drivers; and
   4. Temporary use of building space;

B. Residential housing:
   1. Alternate housing;
   2. Staffing; and
   3. Coordination of temporary housing;

C. Public safety:
   1. Additional personnel;
   2. Relief personnel;
   3. Patrol or support vehicles;
   4. First responder assistance;
   5. Communications equipment; and
   6. Administrative support;

D. Business continuity:
   1. Staffing for critical functions;
   2. Library services;
   3. Purchasing systems;
   4. Resolution of liability and insurance claims;

E. Food services:
   1. Emergency food preparation and water supply; and
   2. Emergency food storage;

F. Technology and telecommunications:
   1. Personnel for systems repair;
   2. Loaned equipment such as computers, telephones; and
   3. Computer network access;

G. Academic assistance:
   1. Classroom space; and
   2. Faculty assistance; and

H. Testing and training exercises using personnel and physical resources to simulate providing assistance and cooperation during emergencies.
Mr. John Spingard  
Vice President  
Administration & Finance  
Coppin State University  
[Signature]  11/13/15  
Date

Mr. Joseph Oster  
Vice President  
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[Signature]  12/18/2013  
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Mr. Terrence Sawyer  
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Date 1/1/10