Five College Emergency Preparedness
Memorandum of Understanding
March 26, 2013

Introduction

The associated institutions of Five Colleges, Incorporated (Amherst College, Hampshire College, Mount Holyoke College, Smith College and the University of Massachusetts Amherst) recognize that in times of emergency, or when faced with the responsibility to provide for a safe community, the resources of one or more institution(s) may not be adequate. In times of crisis, colleges and universities need to be self sufficient, at least collectively, regardless of cause, as community resources may be overwhelmed. The participating institutions referenced above are uniquely able to provide many of the resources necessary to help maintain another institution, from a collaborative standpoint. Therefore, the Five College associated institutions have created this agreement to ensure that available resources can be shared in times of need.

Purpose

The purpose of this Memorandum of Understanding (MOU) is to document the good faith intention of each participating institution to provide assistance to the other participating institutions in the event of an emergency to the extent their resources allow.

This MOU is not intended to replace any participating institution’s Emergency Preparedness Plan, or to adversely affect other agreements between or among the institutions. It is intended to support and/or augment other plans and agreements as appropriate. In the event of any conflict between this MOU and any other such Plan or agreement, such other Plan or agreement shall take precedence.

Resources

A participating institution shall have no duty to and shall not be required to respond to a request to provide equipment, facilities, space, supplies or personnel or any other support to one or more of the other institutions other than that which the providing institution believes, in good faith, to be necessary, and/or which is within its ability to provide.

Requests for Assistance

Normally requests for assistance should be initiated by an authorized person from the requesting institution initiating the contact through that institution’s dispatch center, utilizing the All Hazards Dispatch Incident Notification Form or other means. The authorized person is responsible for determining the means of communication necessary between or among the participating institutions for the duration of the emergency.

- It is the responsibility of each participating institution to maintain an up-to-date campus emergency contact list. The list should include off-hour telephone numbers for those college officials, as well as their designated representatives to be used in their absence.
- It is the responsibility of each participating institution to ensure that their contact list and the Dispatch Incident Notification Form are prominently available in its dispatch center.
Responsibility

Unless waived by the provider, the participating institution receiving services agrees to reimburse the providing institution for any direct costs incurred by the providing institution, e.g., the cost of food, fuel, hourly employees. Providing institutions shall document such costs in a manner reasonably requested by the receiving member institution. Providing institutions shall be responsible for indirect costs, e.g., the time its managers may spend in providing support, unless otherwise agreed upon in advance by the receiving and providing members (such agreements should be recorded in writing whenever possible).

To the extent permitted by law, a receiving institution shall reimburse a providing institution for loss of or damage to equipment caused by the actions or negligence of the receiving institution, its employees, volunteers acting on behalf of the receiving institution or any other party for whom the receiving institution is legally liable. If both institutions contributed to the loss, the institutions agree to share the costs subject to their mutual agreement following the loss or damage.

The use of loaned mobile equipment and liability for loss arising therefrom shall be governed by a separate Agreement to Borrow Equipment, attached hereto.

Employees of the providing institution will be covered by the providing institution’s workers’ compensation insurance. To the extent permitted by law, the providing institution agrees to indemnify, defend and hold harmless the receiving institution from any claim or liability (other than property damage) arising from the negligence or willful misconduct of the provider or its employees, agents, contractors, or volunteers.

Participating institutions covenant not to sue each other for any cause of action, claims, demands, losses or costs of any nature whatsoever, including without limitation losses as a result of claims by third parties arising out of or in any way relating to participation in this Memorandum of Understanding and any use of facilities, equipment, or services in conjunction with the provision or receipt of aid, support or assistance. Participating institutions agree to mutually resolve any differences and, if necessary, shall do so with the assistance and support of mediation or arbitration to the extent that the use of such support is mutually agreed upon.

Any equipment obtained by the Five College Emergency Preparedness Committee, whether through Five Colleges, Incorporated, or grant funding through the consortium or through one of the associated institutions, will be assigned to a particular associated institution. That institution will be responsible for maintaining that equipment and the cost of maintenance unless another agreement is made prior to procurement. The cost of bringing such equipment to a requesting institution shall be borne by the requesting institution, unless waived by the provider. The requesting institution shall return the equipment in the same condition that it was received, reasonable wear and tear excepted, including cleaning and sanitizing the equipment as necessary.
Administrative Requirements

It is the responsibility of both the providing and receiving institutions to maintain accurate records of provided equipment, food, shelter, supplies, and personnel for both insurance and cost recovery purposes, including but not limited to the guidelines of the federal and state emergency management agencies (FEMA and MEMA) for disaster reimbursement efforts.

Five College Emergency Preparedness Committee and its Charge

Based on this MOU, the Five Colleges, Incorporated Board of Directors endorses the establishment of a Five College Emergency Preparedness Committee

It shall be the responsibility of the Five College Emergency Preparedness Committee to:

a. Maintain a resource database of equipment and other assets available for response on all each participating institution campus;

b. Hold periodic meetings, and insure periodic meetings of sub-committees, department-specific groups, and town or county emergency response partners;

c. Collaborate with designated committees (such as Emergency Response Teams (ERT)) at the participating institutions charged with improving emergency preparedness;

d. Coordinate the regular sharing of information (including individual campus emergency response plans and contact information);

e. Coordinate joint training, including training, exercises and drills for the participating institutions;

f. Develop and periodically test the intercampus communication capabilities of the associated institutions;

g. Establish and maintain the appropriate Joint Information System (JIS) with each associated institution’s designated person;

h. Coordinate sheltering plans among the associated institutions,

i. Understand the commitments the campuses have made with local communities which affect this agreement;

j. Maintain and review, at least annually, this Memorandum of Understanding (MOU); and

k. Provide the Five College Principal Business Officers an annual report identifying year-to-date accomplishments, goals and objectives for the next year including any recommendations or request for resources. The Principal Business Officers will review each report and request and forward them with recommendations to the Five College Board of Directors.
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Five College Emergency Preparedness Committee Membership:

Regular members will consist of at least 2 emergency management personnel from each participating institution appointed by the campus’s member of the Five College Board of Directors or designee and one functional area liaison appointed by a consensus of the directors across the associated institutions from each of the following functional areas.
  - Communications – News & Information
  - Engineering - Facilities
  - Dining Services
  - Health Services/Public Health
  - Information Systems/Technology
  - Student Affairs

- Members are expected by their appointing institutions to attend at least 60% of meetings and training sessions. Only those members who have maintained 60% attendance or greater will be eligible as members in good standing to hold a Co-Chair position. Members are encouraged to volunteer, to participate in, or lead various shared functions including: subcommittees, grant writing, etc.

- **Co-Chairs:** Two co-chairs shall be nominated from the list of committee members in good standing by one or more members of the Committee. Nominees shall represent different institutions; and the co-chair positions should rotate among institutions, with each co-chair serving a 2-year term that may, at the option of the Committee, be staggered terms or coincident terms. Elections shall be held at the last meeting of the academic year at the end of an incumbent’s term. Co-Chairs shall be responsible for generating meeting agendas & minutes, action items, and coordinating the preparation of the Annual Report.

- **Committee Administration:** The Five Colleges, Incorporated, Executive Director will designate a person to oversee the administrative functions of the Emergency Preparedness Committee including: scheduling meetings, arranging training and exercise dates, preparing agendas and minutes and preparing the Annual Report for the Five Colleges, Incorporated. Board of Directors. The approved minutes of each meeting should be shared or posted for wider distribution to key members of each campus’s emergency response team in a manner approved by the Committee.

**MOU Effective Date, Future Amendment, and Construction**

This Memorandum of Understanding shall be effective when executed by all parties hereto. Its term shall be for five (5) years and may be extended for additional terms by written agreement of all parties. It shall be reviewed by the Five College Emergency Preparedness Committee at least annually to ensure that it meets the requirements of the member institutions. An associated institution of the consortium may terminate its participation in this Memorandum of Understanding by giving thirty (30) days advance written notice to each other institution. No amendment to this MOU shall be effective unless agreed in writing by each associated institution.
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This Memorandum of Understanding is not meant to affect any of the participating institutions’ rights, privileges, titles, claims or defenses as provided under federal, or state or common law. The parties agree that no representation in this Memorandum of Understanding shall create a cause of action in any other party for damages arising out of any reliance thereon.

Amherst College, Hampshire College, Mount Holyoke College, Smith College, University of Massachusetts Amherst, and Five Colleges, Incorporated agree that they will work in collaboration to provide the needed available assistance, to the extent practical, without unreasonably compromising the safety and well-being of their respective campuses, to each other during an emergency. Such requests shall come from one of the designated persons who has the authority to activate the emergency plan. Assistance shall include, but is not limited to, personnel, equipment, space, supplies and technical expertise.

THIS MEMORANDUM OF UNDERSTANDING IS HEREBY AGREED TO BY THE PARTIES AS SET FORTH BELOW.

Carolyn Martin, President
Amherst College

Jonathan Lash, President
Hampshire College

Lynn Pasquerella, President
Mount Holyoke College

Carol Christ, President
Smith College

Kumble Subbaswamy, Chancellor
University of Massachusetts Amherst

Neal B. Abraham, Executive Director
Five Colleges, Incorporated
Addendum to Five College Emergency Preparedness Memorandum of Understanding

This Addendum sets forth the terms by which the signers to the Five College Emergency Preparedness Memorandum of Understanding agree to share mobile equipment.

Agreement to Permit Use of Equipment

It is understood and agreed that a Providing Institution may provide certain mobile equipment to the Requesting Institution as requested under the terms of the MOU and in accordance with the availability of said equipment.

Upon acceptance (receipt) of said equipment, it is understood and agreed that it is the Requesting Institution’s responsibility to verify that said equipment is in good working order; to immediately cease use of said equipment if any defect or fault is evident in the equipment; and to report any defects, faults or concerns about said equipment immediately to the Providing Institution’s Facilities Management Office. It is expressly understood and agreed that the Requesting Institution acknowledges that the Equipment is used, and understands and agrees that the Providing Institution makes no warranty or statement of any kind as to the condition, fitness, suitability to any purpose, soundness, safety, usefulness, compliance with any federal, state, or local law, rule or regulation, or any other statement about the Equipment or its use. The Requesting Institution acknowledges that said Equipment may have been modified from manufacturer’s original design, whether by intent or not, and that they should not and will not rely on knowledge of similar products in evaluating said Equipment.

The Requesting Institution accepts the Equipment, in its present condition, without qualification.

To the extent permitted by law, the Requesting Institution will indemnify, defend and hold harmless the Providing Institution, including its present or former trustees, officers, directors, employees, volunteers, agents and assigns from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees, arising out of, or from the use of said equipment to the extent such claims, damages, losses, and expenses are caused in whole or in part by any acts or omissions of the Requesting Institution or anyone directly or indirectly employed by Requesting Institution, including without limitation all claims, damages, losses, and expenses for claims under workers compensation, disability benefits, and other similar employees benefits, including claims arising because of a failure to provide such benefits; for claims for damages because of bodily injury, occupational sickness or disease, or death of Requesting Institution's employees; claims for damages because of bodily injury, sickness, disease or death of any person other than Requesting Institution's employees; claims for damages insured by personal injury liability coverage sustained by any person as a result of an occurrence directly or indirectly related to the use of said equipment by Requesting Institution or anyone directly or indirectly employed by Requesting Institution for any reason; claims for damages because injury to or destruction of tangible property including loss of the equipment and loss of use resulting there from; and claims for damages because of bodily injury or death of any person or property damages arising out of the use of any equipment that may be, or be considered to be, a motor vehicle. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist in the absence of this agreement.

The Requesting Institution warrants that any employee using such equipment is fully licensed and trained to use or drive such equipment under all applicable federal, state or local laws, and that the Requesting Institution is in compliance with all rules following from said laws (e.g., mobile equipment weighing more than 26,000 lbs. must be operated by a licensed driver with a CDL license if it is crossing or traveling along a public road and employer must be in compliance with CDL random drug testing requirements).