

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE DEPARTMENT OF HUMAN RESOURCES

AND

FROSTBURG STATE UNIVERSITY

This Memorandum of Understanding (hereinafter "MOU") entered this 2nd day of May, 2013 by and between Maryland Department of Human Resources' Division of Administrative Operations, Office of Emergency Operations, a principal agency within the State of Maryland (hereinafter "DHR"), whose principle place of business is 311 W. Saratoga Street, Baltimore, Maryland 21201 and Frostburg State University, (hereinafter "Venue"), a constituent institution of the University System of Maryland, an agency of the State of Maryland, and is located at 101 Braddock Road, Frostburg, Maryland 21532.

RECITALS

Whereas, DHR, in cooperation with the Maryland Emergency Management Administration ("MEMA"), the Federal Emergency Management Administration ("FEMA"), as well as other State and local governmental entities, provides emergency services to individuals and families who are victims of disasters or emergency situations, within and outside of its borders; and,

Whereas, a disaster may include any natural hazard, including droughts, floods, hurricanes, and winter storms; or an infrastructure hazard, including transportation accidents and radiological contamination, such that the event is so overwhelming as to exceed the effective response capability of local governments, and causes human suffering or creates human needs that the victim cannot alleviate without assistance; and,

Whereas, the purpose of the MOU is to establish a cooperative working relationship between DHR and Venue in preparing for and responding to disasters. This MOU provides the broad framework for cooperation and an approach intended to minimize the consequences of any disaster or emergency situation in which there is a need for State assistance; and,

Whereas, the Venue has facilities that are geographically convenient for DHR to use as a shelter and reception site for evacuees or victims of disaster in the event of a pending or actual emergency or evacuation; and

Whereas, DHR desires to use designated areas of the Venue as a shelter and reception site during an actual or impending emergency or evacuation; and

Whereas, the Venue houses approximately 5,000 students from August through May as well as up to 8,000 student and guests during the summer; and contracts with scores of private and governmental entities for on-campus programs throughout the year, including programs in which minors are housed on campus, all of whose shelter, health, security, and educational needs may have to be met during emergencies; and

Whereas, DHR and the Venue mutually desire to reach an understanding that will result in making the Venue available to DHR for the abovementioned purposes once emergency services to its own constituents are provided and other reasonable alternatives have been rejected;

Whereas, it is acknowledged that the Maryland Department of Health and Mental Hygiene has broad statutory powers to utilize public universities and other facilities in the event of a health emergency and that these powers may conflict with and take precedence over the terms of this MOU;

Now, therefore, it is mutually agreed between the parties as follows:

A. Responsibilities of DHR

1. Implementation of the MOU. DHR will notify the Venue verbally, to be followed in writing, of the need for the Venue as soon as practical following the declaration of an emergency or disaster. DHR's designated Emergency Coordinator will coordinate all of the logistics involved in implementing the use of Venue under this MOU. Logistics include, but are not limited to, such matters as assessing the number of persons anticipated to occupy the space and identifying specific locations where personnel, supplies, equipment, or individuals will be placed during the emergency and as needed for sheltering. Placement of supplies and equipment, prior to sheltering, shall be determined by the Venue's Emergency Coordinator in consultation with DHR's Emergency Coordinator.

2. Control of Venue Facilities. Once notification pursuant to Paragraph A.1. is made, Venue staff, along with designated DHR staff, shall maintain supervision and control over the facility during the emergency operation and will have supervisory direction over their own employees. All personnel of other entities shall have the right to enter the Venue after directed to do so by DHR at the times and schedules arranged by DHR, in cooperation with the Venue. DHR shall be responsible for assuring that there is adequate police and fire protection for the shelter operations.

3. Duty of Care. DHR agrees that it shall exercise reasonable care in the conduct of its activities at or in the Venue, and further agrees to replace or reimburse the Venue for the reasonable cost of any personal or real property, equipment or systems, or other items, materials, or supplies that may be used or damaged by DHR in the conduct of the shelter operation. DHR shall also be responsible for returning the facility to the Venue as close as possible to the condition in which it took control of the facility and as soon as possible after the emergency has passed.

4. **Hold Harmless and Indemnification.** Notwithstanding any other agreement to the contrary, and to the extent applicable, DHR agrees to defend, hold harmless, and indemnify the Venue for any liability of the Venue, its employees, agents, trustees, officials, successors and assigns because of bodily injury, death, and/or property damage from the negligence of DHR, its employees, agents, or volunteers during the shelter operation, up to the amount for which it is found liable under the Maryland Tort Claims Act, Sections 12-101, et. seq., State Government Article, Annotated Code of Maryland and for any amounts approved by the Board of Public Works as payment for claims associated with this emergency. The Venue and its employees, agents, trustees, officials, successors and assigns, and the University System of Maryland and its employees, agents, Regents, officials, successors and assigns, shall not be liable or responsible for any damage to or theft of property, including but not limited to personal property, of DHR, its personnel, employees, agents, volunteers, or evacuees, except as caused by their gross negligence or willful misconduct. The Venue and its employees, agents, trustees, officials, successors and assigns and the University System of Maryland and its employees, agents, Regents, officials, successors and assigns, shall not be liable or responsible for any injuries or death caused by or related to the sheltering of pets or the refusal to shelter pets, as those are integral parts of shelter operations, which are the responsibility of DHR.

5. **Provision of Equipment.** DHR is responsible for providing all of the equipment, including but not limited to cots, blankets, food and water, that is required for the needs of persons being sheltered at the Venue during the declared emergency. DHR and Venue will assess these anticipated needs at the earliest possible time, coordinate the delivery and storage of such equipment, and take as many steps as practical in advance to avoid having to make decisions and arrangements in the midst of the emergency. DHR agrees that it shall exercise reasonable care in the conduct of its activities at or in the Venue.

6. **Costs.** DHR shall be exclusively responsible for any and all costs of its use of the Venue. In addition, although DHR shall not pay rent or any charge directly for the use of the Venue, DHR shall reimburse the Venue for the reasonable costs of its use the Venue, including reimbursement for utilities, and support provided by Venue personnel, and further agrees to replace or reimburse the Venue for the reasonable cost of any items, material, or supplies that may be used or damaged by DHR in the conduct of the emergency operation.

7. **Training.** In the event DHR anticipates requesting assistance from the Venue in providing the Venue's personnel to assist with the emergency operation, DHR shall provide information, as soon as practical, about the training program DHR shall provide for Venue personnel who may be engaged to provide emergency operations.

B. Responsibilities of the Venue

1. **Identification of Facility Space.** The Venue shall work with DHR to develop plans for using the Venue facility. The plan may include indoor space, parking areas, utilities and equipment, and additional areas as may be available as determined by the Venue, for the provision of disaster relief services during emergency operations. DHR and the Venue have identified the Harold J. Cordts Physical Education Building as the preferred location at the Venue during emergency operations. To the extent possible, DHR shall limit its use of the Venue to this

location. The specifications contained in American Red Cross Guidelines 3041 for Mass Care shall be used as guidance for shelter operations provided by Venue. The plan is attached hereto as Exhibit A.

2. Access to Facility. Upon request by DHR and for the purpose of conducting emergency operations, the Venue shall permit the use of the Harold P. Cordts Physical Education Building, for required emergency operations. To the extent possible and requested, Venue will consider allowing access to other campus facilities so long as the operational, health, security, and emergency needs of its own constituents, contracted guests and other invitees can be met and the mission of the Venue is not compromised.

3. Reimbursement and Documentation of Costs. Venue shall document and maintain records of personnel and equipment used and supplies expended during the shelter operation as a basis for possible recovery. If possible during the declared emergency and without interfering with the provision of emergency services, Venue shall submit weekly reimbursement requests to DHR in a form approved by DHR. If weekly submissions are not practical, Venue shall submit reimbursement requests as soon as possible, in no event later than one month after the cost has been incurred. Eligible reimbursements by DHR to Venue are determined by FEMA Disaster Assistance Guidelines, which are subject to the Stafford Act of 1988. Reimbursement to Venue shall be made within forty-five (45) days of submission.

4. Handling of Pets. With the exception of guide animals for the disabled, pets shall not be co-located with their owners or the general population. Venue personnel shall assist DHR in identifying separate accommodations either within the Venue or at an external location for the shelter of pets.

5. Emergency Plan. Venue has in place an Emergency Response Plan recognized by the University System of Maryland Board of Regents. Venue's personnel are trained in emergency response pursuant to this Plan. Venue shall make the Plan available to DHR upon request so that DHR can be advised of Venue's existing strategies and plans in dealing with a variety of emergencies. It is understood that if DHR provides directions to Venue's employees, the directions may be inconsistent with Venue's employees' training and, accordingly, there may be some confusion as a result. DHR and Venue both will take all reasonable steps to reduce or eliminate this confusion.

C. General Terms and Miscellaneous Provisions

1. Duration of MOU. The term of this MOU shall be one year from the effective date of execution of the MOU. This MOU will be automatically renewed for additional terms of one (1) year on the same terms as are written herein until such time either party terminates the agreement in writing.

2. Termination. This MOU may be terminated at any time upon written agreement of the parties. Each party to this MOU may terminate its participation hereunder, with or without cause, by providing written notice to the other party at least thirty (30) days prior to the effective date of such termination.

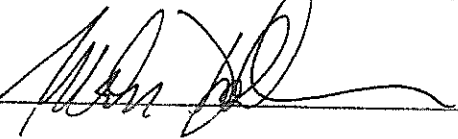
3. **Maryland Law.** The laws of the State of Maryland shall govern the interpretation and enforcement of this MOU

4. **Periodic Review.** Representatives of DHR and Venue will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate the MOU and/or conduct emergency exercises to assist in developing new plans or goals as appropriate.

5. **Emergency Coordinator Contact Information.** DHR and the Venue will routinely exchange and update emergency contact information to facilitate effective communication. The primary Emergency Coordinators in each organization will be responsible for implementing the MOU, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary contact is no longer able to serve, a new contact will be designated and the other organization informed of the change. The Emergency Coordinator contact information and additional contacts for this MOU are attached hereto as Exhibit B.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this MOU as of the date and year written below.


FOR THE DEPARTMENT OF HUMAN RESOURCES

By: 

5/2/13
Date

Name: Theodore Dallas

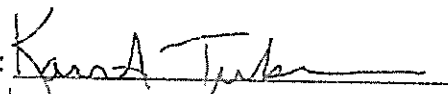
Title: Secretary

Witness: 

FOR FROSTBURG STATE UNIVERSITY

By: 
Jonathan Gibraltar
President

4/17/10
Date

Witness: 
KAREN A. TREIBER

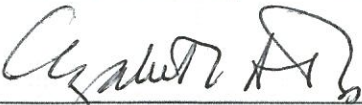
IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed by their duly authorized officers.

FROSTBURG STATE UNIVERSITY


Date: 12/3/19

By: 
Dr. Ronald Nowaczyk, President

Date: 12/5/19

By: 
Dr. Elizabeth Throop, Provost

Date: 12/9/19

By: 
Dr. Steven L. Hartsock,
Director of Field Education

AGENCY

Date: 12-2-19

By: 
Executive Director

Date: 12/2/19

By: 
Internship Supervisor