

South Metropolitan Higher Education Consortium

Mutual Aid Agreement

Whereas, the Illinois General Assembly has amended the Campus Security Act to include a requirement for a National Incident Management All Hazards Emergency Response Plan (110 ILCS 12/20); and

Whereas, the schools comprising the South Metropolitan Higher Education Consortium find it to the benefit of all members of the consortium to cooperate with each other during an emergency by sharing resources; and

Whereas, the aforementioned schools have discussed co-operation should such an emergency response be required;

Therefore, DeVry University, Governors State University, Illinois Institute of Technology, Joliet Junior College, Kankakee Community College, Lewis University, Moraine Valley Community College, Northwestern College, Prairie State College, South Suburban College, St. Xavier University, and the University of St. Francis (hereafter the Consortium Members) agree to the following:

**Article I
Purpose of Agreement**

This agreement (the "Agreement") is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment or personnel of the members of the consortium. The members of the consortium believe that the protection of lives and property is of paramount importance should such an occurrence arise and additional resources to do so may require assistance from other members of the consortium. Each member that enters into this Agreement will assist other members with such resources as is practicable in accordance with the terms of this Agreement.

**Article II
Definitions**

For the purposes of this Agreement, the following terms shall be defined as follows:

Aiding Institution: A participating member of the consortium that provides resources, equipment and /or personnel to a member during an Emergency or Disaster.

Disaster: An occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or technological cause. Such occurrences include but are not limited to fire, flood, wind damage, storm, hazardous materials spill, epidemic, explosion and acts of foreign or domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and or property and exceeds the emergency resources of the affected member of the consortium.

Mutual Aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or Disaster or Emergency.

Requesting Institution: The institution that has jurisdiction over the site of the Emergency, but is unable to provide an adequate response.

Article III Agreement to Effectuate Mutual Aid Plan

1. Each institution agrees that in the event of Disaster or Emergency, it will respond to requests for assistance by a Requesting Institution. These requests may include but are not limited to requests for personnel, equipment or facilities. Each institution reserves the right to refuse if the requested help is necessary to the functioning of its own institution.
2. It is agreed that requests for Mutual Aid will be made only when the needs of the Requesting Institution exceed its resources. The Requesting Institution will release all those representatives of the Aiding Institution who are contributing to Mutual Aid when the Requesting Institution is in a position to satisfactorily handle the Disaster or Emergency.
3. When there is a Disaster or Emergency situation which the senior administrative officer or designee of an institution deems its resources are unable to manage, he or she may request assistance under the terms of this Agreement.
4. The senior administrator of the Aiding Institution shall take the following actions:
 - a. Immediately determine what type of assistance is being requested.
 - b. Immediately determine if the requested resources can be dispatched to the Requesting Institution.
 - c. Immediately dispatch those resources that are available to the Aiding Institution, as described in this Agreement.
5. Employees of the Aiding Institution will work under the direction of the manager in charge of the Requesting Institution except that the employees of the Aiding Institution shall at all times adhere to the policies and procedures of their own employer.
6. All services performed under this Agreement shall be rendered without reimbursement. Each Aiding Institution shall assume sole responsibility for providing to its own employees any applicable personnel benefits, including benefits that arise due to death or injury, as the Aiding Institution customarily provides to its employees. Each Aiding Institution will be responsible for repairing or replacing any damage to its own equipment that occurs while providing assistance under this Agreement.
7. The participating members of the consortium agree that this Agreement shall not give rise to any liability for failure to respond to a request for assistance or for negligence or “unintentional” wrongful action by a representative of the Aiding Institution. By requesting Mutual Aid, the Requesting Institution fully and completely releases the Aiding Institution(s) and its employees and agents from any and all liability arising out of any Mutual Aid provided by the Aiding Institution(s) unless the liability arises out of the intentional misconduct of the Aiding Institutions(s), its employees, and/or its agents. This Agreement shall not be construed or deemed to be an agreement for the benefit of any third parties, nor shall they have any right of action whatsoever hereunder for any cause.

8. The participating members of the consortium further agree that each institution will be responsible for defending its own institution in any action or dispute that arises from a third party in connection with actions taken under this Agreement. Each institution will be responsible for bearing its own costs, damages, expenses and attorney's fees.

9. The member institutions of the SMHEC will maintain a governing board and establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated and tested at regular intervals.

**Article IV
Adoption**

This Agreement shall be in full force and effect when approved and executed by a duly appointed representative of each participating institution.

**Article V
Withdrawal**

Any participating member of the consortium may withdraw from this Agreement upon giving thirty days written notice to the other participating institutions. Any obligations imposed upon a withdrawing institution by this Agreement shall be terminated as of the effective date of the member institution's withdrawal.

Article VI

Waiver of Right to Recovery

Each undersigned Member of the Consortium has consulted their respective insurance carriers, with respect to coverage under their General Liability and Property insurance policies, and has executed a waiver of their carriers' right to recover payments made from any institution that is a member of the consortium, for an injury covered by their respective policies. If the institution does not have a provision to waive the right to subrogate, the institution will have the policy endorsed allowing said waiver. They agree further that they will not enforce their right to recover against the following Institutions:

DeVry University	Governors State University
Illinois Institute of Technology	Joliet Junior College
Kankakee Community College	Lewis University
Moraine Valley Community College	Northwestern College
Prairie State College	South Suburban College
Saint Xavier University	University of St. Francis

Article VII
Signatory Certification

The undersigned signatories certify that this Mutual Aid Agreement for the South Metropolitan Higher Education Consortium has been adopted and approved by the named participating institutions and that they are duly authorized to execute this Agreement.

DeVry University

Dr. Jamal Scott
President, Tinley Park Campus and Centers

Moraine Valley Community College

Dr. Vernon Crawley
President

Governors State University

Dr. Elaine Maimon
President

Northwestern College

Mr. Lawrence Schumacher
President

Illinois Institute of Technology

Mr. David Baker
Vice President, External Affairs

Prairie State College

Dr. Eric Radtke
President

Joliet Junior College

Dr. Eugenia Proulx
President

South Suburban College

Mr. George Dammer
President

Kankakee Community College

Dr. John Avendano
President

Saint Xavier University

Christine M. Wiseman, J.D.
President

Lewis University

Brother James Gaffney
President

University of St. Francis

Dr. Michael Vinciguerra
President

Effective Date: July 19, 2010

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