

MUTAL AID AGREEMENT FOR THE SEATTLE HERITAGE EMERGENCY RESPONSE NETWORK

This Mutual Aid Agreement ("Agreement") is made and entered into by and between the undersigned libraries, archives, museums, and related heritage organizations in Seattle and adjacent areas of King County, whose directors or chief executives have signed this Agreement ("Parties") and is effective on November 1, 2010.

The Agreement serves as a framework in which to share expertise, experience and mutual assistance efforts with the goal of mitigating damages that could occur in the face of a disaster, and thereby impact the operations of the Parties or a specific Party.

Nothing in this Agreement will be deemed to create a contract, legal agreement, employment relationship, partnership (or fiduciary relationship) among the Parties. No party to this Agreement shall be liable for any action spoken, written or taken.

RECITALS

WHEREAS, the Parties are libraries, archives, museums, and related heritage organizations located in King County, Washington;

WHEREAS, each Party has identified disaster recovery personnel or a designated volunteer, all of whom have authority to perform disaster recovery services to the respective agency or institution by which they are employed or retained as a volunteer;

WHEREAS, the Parties agree that it is not economical for any individual Party to purchase, store, and maintain all of the supplies and equipment that would be needed to cope with a major disaster; and

WHEREAS, each Party desires to provide to, and receive from, the other Parties' disaster recovery assistance through participation in the Seattle Heritage Emergency Response Network (SHERN) in the circumstances described in this Agreement; and

WHEREAS, it is agreed that mutual disaster recovery assistance would be beneficial to all Parties hereto:

NOW THEREFORE, it is agreed as follows:

Governance. The Network is governed by a Steering Committee. Each Party will appoint one member to the Steering Committee. A Party may change its appointed Steering Committee member at any time upon written notice to the other Parties. The Steering Committee will be responsible for general administration of Network policies and programs. It will also be responsible for operational decisions regarding the Network, including:

- 1) Determining the amount and the date by which future membership fees must be paid;
- 2) Deciding how to utilize the Network's membership fees or in kind contributions by the Parties;
- 3) Obtaining and monitoring the level of disaster recovery supplies purchased by the Network via the Parties' membership fees; and
- 4) Determining the level of aid, assistance, and supplies to be provided to non-members if such aid is requested.

Decisions of the Steering Committee will be determined by a majority vote of the members voting on any given decision.

Membership. Membership includes the following requirements: signing of the Mutual Aid Agreement; appointment of a staff member to the Steering Committee and payment of membership fees.

Membership fees. Each party will pay the Network membership fee in the initial amount of \$50.00 annually by a date specified by the Steering Committee. A Party may pay the membership fee via in-kind contributions at the discretion of the Steering Committee. If a Party fails to pay the membership fee in a timely manner, it may not benefit from the rights set forth below until such fees have been paid.

Disaster Recovery Assistance. In the event of a disaster that cannot be conveniently or expeditiously met with a Party's disaster recovery personnel, the Party experiencing the disaster may request assistance from the disaster recovery personnel of the other Parties, which will be provided at the discretion of each such Party. The extent and duration of the assistance provided by one Party for another Party under this Agreement will be negotiated by the Parties according to the needs of the situation. No Party will be required to pay any compensation to any other Party for services rendered hereunder, the mutual advantages and protection afforded by this Agreement being considered adequate compensation to all of the Parties.

No Party will be liable for any action taken by its personnel in good faith or at the direction of the Party for whose institution assistance is rendered in the course of performing disaster recovery services pursuant to this Agreement.

Disaster Recovery Supplies. Using the Parties' membership fees, the Network maintains disaster recovery supplies and equipment deemed necessary for salvaging collections ("Supplies"). The Supplies will be stored in storage containers in predetermined locations, as identified on the Network's Web page. The Network will maintain the storage containers and will pay for such maintenance with the Network's membership fees. If a Party on whose property a storage container is stored withdraws from the Network, the storage container will be moved to a new location at the Network's expense.

In the event of a disaster that cannot be conveniently or expeditiously met with the disaster recovery supplies held locally by a Party, the Party may access the Supplies in the Network's storage containers. A Party experiencing a disaster shall take no more than the amount of Supplies reasonably necessary to meet its immediate disaster recovery needs and will replace any Supplies withdrawn from the Network's storage containers within 90 days of removal.

Term and Termination. This Agreement commences on the effective date set forth above and continues indefinitely, unless terminated by a majority vote of the Steering Committee. Notwithstanding the foregoing, any Party may withdraw from the Network and terminate this Agreement with respect to itself at any time, effective upon 30 days written notice to the Chair of the Steering Committee. None of the Parties will incur any liability to any other Party by reason of such termination. The terminating Party has no right to the Supplies it may have contributed to the Network.

Upon termination of the Network, the containers and the Supplies contained therein will be either sold and the net proceeds disbursed in the same proportion as the value of their respective contributions (including Supplies and membership fees) or distributed in kind to the Parties.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by their authorized representative.

Institution: _____

Representative: _____

Date: _____