Memorandum of Understanding Between the City of Mercer Island and the American Red Cross Chapter serving King and Kitsap Counties
Concerning the Placement, Maintenance and Care of Disaster Relief Supplies

The City of Mercer Island ("City") and the American Red Cross Chapter serving King and Kitsap Counties, a non-profit 501(c)(3) entity charted by the American Red Cross ("Red Cross") have reached an understanding as follows:

Whereas, the parties have determined that there is a need to stockpile and stage disaster relief supplies throughout King County for use by disaster responders for purposes of caring for citizens during a disaster:

Whereas, the parties understand that by de-centralizing and pre-positioning disaster relief supplies in various centralized community locations throughout King County, the issuance of disaster relief supplies during times of a declared disaster or localized emergency will be expedited;

Whereas, the parties understand that government, citizens and non-governmental organizations must coordinate response and recovery in an effort to make the best use of limited resources and avoid duplication of services:

Whereas, the parties understand that there may be disaster events in the region so devastating that transportation and communication services are so disrupted and affected community members and localized regions may find it necessary to engage in sheltering and other community support; and

Whereas, the parties have entered into this memorandum of understanding to provide for the health, safety and welfare of the citizens of the City of Mercer Island.

IT IS UNDERSTOOD THAT:

1. Definitions

   a. Storage Room: For the purposes of this document, the Storage Room is the NW Storage Room downstairs in the gym at the Community Center at Mercer View ("CCMV") located at 8236 SE 24th Street, Mercer Island, Washington.

   b. Disaster Relief Supplies: Goods and materials used to permit disaster victims to recover from the effects of a disaster. Examples of such materials include, but are not limited to, cots, blankets, paper and hygiene products, forms and documentation, and related items.

   c. Localized Emergency: A man-made or naturally occurring disaster event which results in the displacement of citizens in the community, but which does not affect
such a number of people that would necessitate the enactment of the county disaster plan.

d. Declared Disaster: A disaster which receives official recognition from city, county, state, or federal government because of the magnitude of the disaster or the number of people affected by the event.

2. Storage

a. The Red Cross has purchased Disaster Relief Supplies and will store them in the Storage Room. The City will also store Disaster Relief Supplies behind the gated fencing in the Storage Room. The Storage Room will additionally be used for storing CCMV equipment outside the gated fencing.

b. The City will maintain the Storage Room. Maintenance includes that level of care which preserves the integrity and usability of the Red Cross Disaster Relief Supplies stored within the Storage Room, including keeping access points where the Disaster Relief Supplies are placed free and clear of debris or other limitations which would prevent unfettered access in the event of an emergency. The Red Cross reserves the right to remove and relocate the Disaster Relief Supplies stored in the Storage Room that, due to its condition, risks the integrity and usability of the Disaster Relief Supplies.

c. If the City needs to move the Disaster Relief Supplies to a new location, the City will notify the Red Cross as soon as possible of the conditions which required the supplies to be moved. The City will obtain written permission from the Red Cross prior to any such relocation of the Disaster Relief Supplies. If the Red Cross needs to move the Disaster Relief Supplies to a new location, the Red Cross shall notify the City as soon as possible of the conditions which required the Disaster Relief Supplies to be moved.

d. The Red Cross is responsible for keeping the Storage Room stocked with Disaster Relief Supplies and is responsible for maintaining and keeping the contents inside the Storage Room usable and current at all times. If the Disaster Relief Supplies in the Storage Room are removed and used for a Localized Emergency or a Declared Disaster, the Red Cross agrees to replenish the supplies as soon as reasonably possible to re-establish site integrity.

e. The City shall provide Red Cross access to the contents of the Storage Room. During Disaster Relief Operations, should the Red Cross need access to the supplies outside of normal business hours, the Red Cross will call 911 and the City will provide access and an escort to the Storage Room and its contents. The City will also have access to the Storage Room and its contents.

f. The City may use the Disaster Relief Supplies after a Declared Disaster has been proclaimed. This declaration must come from the City of Mercer Island, King
County Office of Emergency Management, Washington State Department of Emergency management, or the federal government. If the Disaster Relief Supplies are used without this declaration, it is the responsibility of the City to replenish the Disaster Relief Supplies with items of equal quality that are approved by the Red Cross as soon as possible to re-establish site integrity. There may be times that the Disaster Relief Supplies are used prior to a disaster being declared, but once the declaration is made, it then becomes the responsibility of the Red Cross to replenish the Disaster Relief Supplies as soon as possible to re-establish site integrity.

g. When transporting items in and out of the Storage Room, the gym floor must be protected. Red Cross will do an inspection of the gym before and after transporting Disaster Relief Supplies and will use Red Cross Form #6505 or equivalent. Carpet squares must be laid out on the gym floor from the Storage Room to the exit door. The carpet squares are stored in the Storage Room. Items must be transported out the closest exit door to the Storage Room. Any gym floor pathway used to transport must be covered with the carpet squares. Carpet squares must be put back into place after use. Any debris or garbage left on gym floor as a result of transporting items must be cleaned.

3. Hold Harmless

a. The Red Cross shall protect, indemnify and save harmless the City, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of the Red Cross, its officers, elected officials, agents, volunteers and employees in performing this Memorandum of Understanding.

b. City shall protect, defend, indemnify and save harmless the Red Cross, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of City, its officers, elected officials, agents, volunteers and employees in performing this Memorandum of Understanding.

4. Notices

All notices required to be given under the terms of this Memorandum of Understanding shall be sent in writing and or hand delivered to the parties at the addresses below:

CITY OF MERCER ISLAND
Attn: Rebecca Clark
Emergency Preparedness Coordinator
9611 S.E. 36th Street
Mercer Island, WA 98040-3732
206-236-3576
5. Severability

The invalidity of any provision of this Memorandum of Understanding, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision herein.

6. Term

The term of this Memorandum of Understanding shall commence on the date of the final signature of all parties and be subject to annual review on the final signature date. This Memorandum of Understanding will remain in effect unless a request for modification or termination is sent to the other party, in writing, with at least 60 days notice.

The parties agree to the provisions above and will adhere to them during the course of this Memorandum of Understanding. This Memorandum of Understanding supersedes and replaces all previous agreements.

City of Mercer Island

Walt Mauldin, Fire Chief  
5/2/07  
Walt Mauldin, Fire Chief  Date

American Red Cross Chapter serving King and Kitsap Counties

John Simpson  
4/24/2007  
John Simpson  Date

Director of Emergency Services