



**SEFLIN**

**SOUTHEAST FLORIDA LIBRARY INFORMATION NETWORK**

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## **Memorandum of Understanding for Participating Libraries** **Regional Disaster Planning and Support**

This Memorandum of Understanding (MOU) is a mutual aid agreement and a totally voluntary program between libraries in Southeast Florida. The program is facilitated by SEFLIN (Southeast Florida Library Information Network).

### **I. Purpose:**

*A. The purpose of the MOU is to establish a pre-arranged working relationship between libraries in Southeast Florida that agree to share resources in the case of a disaster.*

*B. This MOU is an agreement to assist participating libraries in one or more ways during a disaster which exceeds the response capability of a library's governing authority.*

*C. A disaster must impact upon a participating library's ability to provide needed and/or essential information and/or services for its users.*

*D. The MOU outlines the ways, in time of emergencies, that personnel, services and communications can be shared by participating libraries which are administered by separate governing authorities.*

### **II. Participation**

*A. It is agreed, acknowledged, and understood that participation in this Memorandum of Understanding is purely voluntary and at the sole discretion of a participating library. No participating library shall be liable in any manner to another participating library.*

**III. Modifications/Severance:**

- A. This MOU provides flexibility for changing the parameters of mutual aid or the ability to discontinue participation at any time.***
- B. Any party to this MOU may withdraw at any time, upon a thirty day written notice to each of the other participating libraries, and will no longer be a partner of the MOU, but this MOU shall continue to exist among the remaining participants.***
- C. None of the parties will incur any liability to the other by reason of termination.***
- D. A participating library may refuse to provide or decide to withdraw personnel, equipment, and other resources in order to provide for its own community.***
- E. A participating library will make a good faith effort to notify the recipient library 24 hours prior to resource withdrawal or, in the event that is not possible, in as much time as is reasonable.***

**IV. Definition of a Disaster:**

- A. For the purposes of this MOU, a disaster is an occurrence such as a hurricane, tornado, storm, flood, high water, wind-driven water, terrorist event, bioterrorist event, or other similar natural or man-made incident(s) that creates human needs that require assistance and support of participating libraries.***

**V. Review of MOUs:**

- A. On an annual basis, SEFLIN will facilitate a meeting of MOU participating libraries to review MOU agreements and the resources available to participating libraries in responding to a disaster.***

**VI. Responsibilities of the Participating Libraries:**

- A. Ensure their information related to this Memorandum of Understanding is current.***
- B. Identify a single point of contact for information about the availability of resources for participating libraries that may be seeking assistance.***
- C. Participate in scheduled meetings to coordinate operational and implementation issues to the maximum extent possible.***

**VII. Activation:**

***A. This MOU will be activated in the event of a declaration of a state of disaster by the Governor of Florida, or the President of the United States.***

***B. Other methods of activation may include a request from a participating library based on a disaster that exceeds the response capability of the library's governing authority.***

**VIII. Reporting a Disaster:**

***A. Following a disaster, a participating library representative should attempt to contact SEFLIN, or if SEFLIN can't be contacted, a participating library, with the following information.***

- 1. Name and contact information of person making the report**
- 2. Name(s) and address(es) of library/libraries affected by the disaster**
- 3. Brief description of what has been affected by the disaster (e.g., damages to roof)**
- 4. Status of the facility(ies) being open or closed**
- 5. Specific assistance needed that can be provided by MOU participating libraries**
- 6. Name and contact information of the person(s) who is authorized to arrange/accept assistance at the location of the disaster**

***B. Methods for Communicating With SEFLIN:***

- 1. Email – sloan@email.seflin.org, smithee@email.seflin.org, mayberry@email.seflin.org**
- 2. Telephone – SEFLIN Office: 877-733-5460 or 561-208-0984, Tom Sloan: 561-317-8518 (cell) or 561-852-3431 (home), Jeannette Smithee: 954-270-6162 (cell) or 954-480-8577 (home), Charles Mayberry: 954-232-9910 (cell) or 561-745-3132 (home)**
- 3. Disaster Reporting Form @ [www.seflin.org](http://www.seflin.org)**

***C. Method of Communicating With Participating Libraries:***

- 1. The names of contact persons and their contact information will be available in the SEFLIN Regional Disaster Plan's Contacts List.**

**IX. Responding to a Disaster:**

***A. SEFLIN's Response:***

- 1. Collect reports from participating libraries and disseminate the information to all interested parties (e.g., other libraries in the region, State Library, SOLINET)**
- 2. Facilitate communications between participating libraries seeking assistance and participating libraries offering assistance**
- 3. Post information on the Web at [www.seflin.org](http://www.seflin.org)**
- 4. Seek specific assistance from the larger library community as identified by the library/libraries seeking assistance**

***B. Participating Libraries Response:***

- 1. A participating library seeking assistance will contact the representative(s) of other participating libraries regarding the specific assistance needed. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing no later than two (2) calendar days following the verbal request.**
- 2. A participating library requested to provide assistance will, as quickly as possible, respond to the representative of the library seeking assistance.**
- 3. All arrangements for providing assistance will be planned, implemented, and monitored by representatives of a requesting and a responding library.**
- 4. The duration of assistance provide by a participating library will be determined by the nature of the disaster. Extensions on a daily or weekly basis can be made if warranted and agreed upon by both the lender and the receiver.**
- 5. Representatives of a requesting and responding library will keep SEFLIN advised of the status of mutual aid activities.**

## **DISCUSSION DRAFT**

### **X. Available Assistance:**

***A. Assistance rendered may be in the form of personnel, equipment, materials and services or supplies. Available assistance and resource will be listed in the SEFLIN Regional Disaster Plan's Resources List.***

### **XI. Cost Recovery:**

***A. Requesting and responding libraries are equally responsible for identifying, documenting, and agreeing in writing to any and all costs that must be reimbursed.***

***B. Participating libraries may wish to establish a tracking system for costs incurred with date, cost, description of service and receipt or invoice and name of requestor.***

***C. SEFLIN assumes no financial responsibility for any costs associated with a requesting and/or responding library.***

### **XII. Indemnity:**

***A. All participants shall indemnify and hold harmless all partners of this MOU, their employees and agents, from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of its employees or agents, in their performance of this Agreement. Such indemnification shall survive termination of this Agreement.***

# **DISCUSSION DRAFT**

## **XIII. Authorized Signatures**

The undersigned are authorized to agree to this MOU on behalf of their Library. All rights reserved by each library providing copies and/or records. No part of any resource may be reproduced in any form without the prior written permission of the owner, except in instances where an archival or backup copy of an item is placed on another network for the purposes of this MOU. The undersigned libraries are not responsible for any errors, or any consequences caused as a result of the use, storage or services provided via this MOU. This MOU is provided with the understanding that the libraries are not engaged in rendering any legal, accounting or other professional services and shall not be held liable for any circumstances arising out of this voluntary program or the MOU. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

<b>Authorized Signature Library Directors of Participating Library:</b>	<b>Disaster Contact Staff Person of Participating Library</b>
Print name: _____	Print name: _____
Title: _____	Title: _____
Library: _____	Library: _____
Institution: _____	Institution: _____
Address: _____	Address: _____
Date: _____	Date: _____

<b>Authorized Signature-Partner Library:</b>	<b>Authorized Signature-Partner Library:</b>
Print name: _____	Print name: _____
Title: _____	Title: _____
Library: _____	Library: _____
Institution: _____	Institution: _____
Address: _____	Address: _____
Date: _____	Date: _____