

# EMERGENCY REST CENTER GUIDE FOR FAITH GROUPS AND MUNICIPALITIES

2/20/2014

Mutual Aid Agreement



This Mutual Aid Agreement is a legal document agreed upon by the Faith Organization and its host community. It outlines the roles, reimbursements, legal liabilities and other important considerations in opening an Emergency Rest Center during a declared emergency

It is a template and can be modified to meet local needs.

*Before signing the agreement both organizations should request a review by legal counsel.*

## Western Massachusetts Emergency Rest Center Guide

### Mutual Aid Agreement

By and Between the Community Name And

Faith Organization Name

This Agreement is by and between the Community Name, hereinafter called “Community” and Faith Organization Name, hereinafter called “Organization.”

#### PREAMBLE

Municipalities frequently need assistance from the faith community in times of emergency, and faith-based organizations often are able and willing to assist by providing rest center services.

The following agreement is pursuant to FEMA Recovery Policy 9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance and FEMA Recovery Policy 9525.2, Donated Resources.

The Mutual Aid Agreement represents the entire understanding of the parties, and neither party is relying upon any representation not contained in the agreement.

The Community Name and Faith Organization Name agree to the following:

#### ARTICLE I – DEFINITIONS

1. *Emergency Rest Center (a.k.a. transitional centers, cooling/warming centers, personal care sites)*. A facility set up to provide a temporary safe haven to the public, offer basic care, and share critical emergency information. Emergency rest centers are not overnight shelters or homeless shelters.
2. *FEMA*. Federal Emergency Management Agency.

#### ARTICLE II – ENGAGEMENT OF THE ORGANIZATION

1. When the Community determines it needs assistance from the Organization, a representative of the Community will contact the Organization to request help.
2. The Organization agrees not to “self-deploy” without a request for assistance by the Community. If the organization does “self-deploy”, it is responsible for all expenses, and the Community has no obligation to assist with reimbursement.
3. A request by the Community of the Organization to open an emergency rest center does not obligate the Organization. The Organization may voluntarily choose whether or not to honor the request.

### **ARTICLE III – REIMBURSEMENT FOR EXPENSES INCURRED**

1. If the emergency or major disaster is Presidentially-declared, (as defined at 44 CFR §206.2(a)(9) and (17)), the Community will decide whether or not to seek reimbursement from FEMA for incurred expenses . If the Community asks the Organization to open its ERC, it is the Organization’s prerogative to:
  - i. invoice the town for the cost of contracted labor, materials, or equipment or
  - ii. donate those items and not invoice the town; or
  - iii. some combination of donation and invoicing.
2. If the Community decides to seek FEMA reimbursement, then the Community shall claim the eligible costs of the Organization on its FEMA Public Assistance sub-grant application. The Community agrees to disburse the respective Federal share of funds to the Organization.
3. When the Community receives reimbursement, appropriate share of Federal funds will be sent to the Organization within 30 days.
4. If the Organization chooses to provide volunteer labor, donated materials, or donated equipment, those items shall be valued according to Attachment B. The value of these donations may be used by the Community as part of their non-Federal cost share requirement.

The Community shall not reimburse the Organization for the value of *donated* labor, materials, or equipment. The Community shall reimburse the Organization only for labor, materials, or equipment for which the Organization invoices the Community.

5. Both parties shall keep detailed records of the services, materials, and equipment provided by the Organization, for at least three years after the project is closed with FEMA, including hours worked, work site expenses, and a description of each volunteer, piece of equipment, or material used.

### **ARTICLE IV – TIME OF PERFORMANCE**

This Agreement shall be in effect for three years beginning on the date of the last dated signature, below. It may be extended by written mutual consent of the parties.

### **ARTICLE V - SEVERABILITY & APPLICABLE LAW**

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

#### **ARTICLE VI - AMENDMENTS**

Any amendment to this Agreement must be made in writing and signed by the duly authorized representatives each party. It must comply with the provisions of this Agreement, and all other regulations and requirements of law.

#### **ARTICLE VII - CONFLICT OF INTEREST**

No officer, employee, agent, or member of the Organization shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of the Organization, whether such interest is direct or indirect. The Organization shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

#### **ARTICLE VIII – INSURANCE REQUIREMENTS**

The Community cannot carry the Organization under its insurance policy. The Organization is expected to carry suitable levels of insurance for the type of services rendered.

#### **ARTICLE IX – NON DISCRIMINATION**

Neither party shall discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

#### **ARTICLE X – INDEMNITY**

The Organization shall indemnify, save harmless and exempt the Community, its officers, agents, servants and employees harmless from and against any and all liability including suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney fees for damage to persons or property of any kind whatsoever arising out a willful or negligent act or omission of the Organization, its officers, agents and employees. The Organization shall not be liable for suits, actions, legal proceedings, claims, demands, damages, costs or attorney's fees arising out of a willful or negligent act or omission of the Community, its officers, agents or employees.

#### **ARTICLE XI - ENTIRE UNDERSTANDING**

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the date of the last signature, below:

For Faith Organization Name

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(title)

For Community Name

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(title)

### References

1. RP9523.6 Mutual Aid Agreements for Public Assistance and Fire Management Assistance  
<http://www.fema.gov/media-library/assets/documents/29780?id=6688>
2. DAP 9525.2: DISASTER ASSISTANCE POLICY  
[www.fema.gov/pdf/government/grant/pa/9525\\_2.pdf](http://www.fema.gov/pdf/government/grant/pa/9525_2.pdf)