

## Franklin County Regional Shelter Plan

### Addendum to the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement

By and Between the Town of

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#### and all other Local Governments that Have Signed this Addendum

This **ADDENDUM** to the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement dated as of this \_\_\_\_ day of \_\_\_\_\_, 2013 (the “Addendum”) is endorsed by the municipality of (*Insert Name of Municipality*), Massachusetts (the “Participating Municipality”) pursuant to Massachusetts General Laws Chapter 40 Section 4A. The Participating Municipality providing regional sheltering services under this Addendum is referred to herein as the “Host Community.” School Districts that own a regional shelter facility located in the Host Community are also encouraged to endorse this Addendum and to enter into Facility Agreements with the elected officials of their Town.

**WHEREAS**, M.G.L. c. 40 s. 4A, as amended, authorizes the chief executive officer of a city or town to enter into agreements with one or more municipalities and other governmental units to jointly perform services and share costs which any one of them is authorized to perform;

**WHEREAS**, the Participating Municipalities in Franklin County are all signatories of the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement which is intended for use in an emergency situation, “in the light of exigencies of an extreme emergency situation” as excerpted from Chapter 639 of the Acts of 1950, as codified under Mass Gen. Laws. C. 33, appendix and other relevant State and local laws and policies;

**WHEREAS**, the Participating Municipalities agree to work in common to coordinate and operate regional shelters to provide services to displaced disaster victims located in the region as additional mutual aid services;

**WHEREAS**, the Participating Municipalities agree to pay their fair share of the costs of operating a regional shelter because their citizens will benefit from the availability of the regional shelter.

**NOW, THEREFORE**, in consideration of the promises and mutual benefits to be derived by the Participating Municipalities hereto, the Participating Municipalities agree as follows:

- 1) The Emergency Management Directors (EMD) or Assistant EMDs (AEMD) of all Participating Municipalities shall determine when and where to begin and end regional sheltering assistance, to the extent practicable. In the absence of the EMD and/or AEMD,

the Mayor, Board of Selectmen, or Town Manager/Administrator (if legally authorized) shall make and receive requests for regional sheltering assistance. If it is not possible for a representative of each participating municipality to take part in a meeting, conference call, or other means of communication available for the purpose of making a regional sheltering determination, a group comprised of at least two or more Participating Municipalities within the region shall suffice, providing that it includes a representative of the Host Community in which the regional shelter would be located. Any verbal request to begin or end regional sheltering assistance shall be followed up with a written request to the Host Community as soon as practicable.

- 2) All Participating Municipalities agree to collaborate in order to provide trained and authorized personnel, equipment and facilities to conduct a regional sheltering operation and to make such regional shelters available to other Participating Municipalities under the terms and conditions set forth herein.
- 3) It is mutually understood that each Participating Municipality's foremost responsibility is to its own residents. This Addendum shall not be construed to impose an absolute obligation on any Participating Municipality. Accordingly, when regional sheltering assistance has been requested, a Host Community, may, in good faith declare itself unavailable to assist and shall so inform the requesting Participating Municipality(ies).
- 4) The Host Community in which a regional shelter is located is primarily responsible for coordinating and operating that regional shelter, with resources and funding to be provided by the other Participating Communities as agreed herein, consistent with the policies and procedures detailed in the Franklin County Regional Shelter Plan.
- 5) The Host Community shall pay for the expenses to operate the regional shelter and then seek reimbursement from the other Participating Municipalities that requested sheltering assistance from the time the regional sheltering assistance request was made until the request to end regional sheltering assistance was made, including reasonable costs to close the regional shelter. In the event that other Participating Municipalities have provided staff or other official personnel to assist the Host Community in the operation of the regional shelter, the salaries of those personnel shall continue to be the responsibility of their home municipality.
  - a) The Host Community shall send an invoice and supporting documentation for all reasonable costs incurred to operate the regional shelter to the requesting Participating Municipalities, as soon as practicable following the closing of the shelter. The requesting Participating Municipalities shall make payment or advise of any disputed items within 30 (thirty) days following the date of the invoice.
  - b) The cost to each requesting Participating Municipality shall be allocated based upon the proportion of shelter residents from each requesting Participating Municipality, using an overall average of the percentage of residents from each municipality calculated for each day that the shelter is in operation. Costs attributable to services provided to residents of the Host Community at the shelter shall not be included in the costs allocated to the other Participating Municipalities.

- c) If a Participating Municipality has provided staff and/or other official personnel in support of the operation of a regional shelter (including fire and police department personnel, Board of Health staff, and Building Inspectors), the shelter costs allocated to them shall be reduced by the value of those services; but in no case shall that reduction exceed the value of the total cost allocation to the Participating Municipality. Reductions for the value of municipal staff services shall be commensurate with their regular hourly rate, plus benefits. Community volunteers not acting in an official capacity on behalf of and under the supervision of the Participating Municipality, including members of regional volunteer organizations such as the Medical Reserve Corps, Community Emergency Response Team, or Disaster Animal Response Team, shall not be included for purposes of calculating a reduction in the regional shelter cost allocation.
  - d) The Host Community shall also reserve the right to send an invoice and supporting documentation for all reasonable costs incurred to operate the regional shelter to any municipality whose residents were provided the services of the regional shelter, regardless of whether they have endorsed this Addendum, under the provisions of Section 11, Reimbursement, of the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement.
  - e) In the event that the Regional Shelter Facility is owned by a party other than the Host Community (e.g., a School District), the costs incurred by the Facility Owner (including heat, electricity, janitorial services, nursing staff, etc.) shall be billed to the Host Community and included in the sheltering costs included in the invoices sent to all Participating Municipalities. These costs shall be reimbursable to the Facility Owner once payment on at least 75% of the outstanding invoices has been received by the Host Community.
  - f) Cost recovery by the Host Community from the Participating Municipalities shall occur whether or not a federal or state disaster declaration is made. All records of activities and expenses of all Participating Municipalities associated with the opening, operation, and closing of a regional shelter shall be in a form consistent with state and federal requirements for reimbursement in the event that a state or federal disaster were declared. Any requests for reimbursement of expenses related to operating a regional shelter during a state or federal emergency shall be submitted by the individual Participating Municipalities and/or the School District to the appropriate state and federal agencies for their share of the expenses.
- 6) To the extent that immunity does not apply, each Participating Municipality shall bear the liability for its own actions or those of its representatives and employees, as it does with day-to-day operations. Participating municipalities shall carry the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory Limit
Employers' Liability	\$500,000
Bodily Injury Liability	\$1,000,000 each occurrence
(except automobile)	\$2,000,000 aggregate

Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence

- 7) This Addendum shall remain in effect for a period of up to twenty-five (25) years unless earlier terminated by the Participating Municipalities, and shall run coterminous with the term of the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement.
- 8) Any Participating Municipality may withdraw from this Addendum upon sixty (60) days written notice to all other Participating Municipalities. The withdrawal from this Agreement shall not affect the obligation of any Participating Municipality to reimburse the Host Community for costs and expenses already incurred prior to the effective date of termination.
- 9) This Addendum may be modified at any time upon the mutual written consent of all of the Participating Municipalities.
- 10) This Addendum shall be governed by, construed, and enforced in accordance with the laws of Massachusetts.
- 11) Any notices permitted or required hereunder to be given or served on any Participating Municipality (including the Host Community) shall be in writing and signed in the name of or on behalf of the Participating Municipality giving or serving the same by an authorized representative as outlined above in section 1. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the USPS postmark date of any properly addressed notice sent by mail.
- 12) The Parties shall strictly observe and comply with all federal, state and local laws and regulations which may govern the services to be provided as herein specified.
- 13) The Parties shall not 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.
- 14) Should any clause, sentence, provision, paragraph or other part of this Addendum be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Addendum.
- 15) This Addendum constitutes the complete agreement between the Participating Municipalities concerning the subject matter hereof.

**Franklin County Regional Shelter Plan Addendum  
to the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement:**

**Town of** \_\_\_\_\_

**Chief Elected Official authorized to enter into Mutual Aid Agreements**

**By:** \_\_\_\_\_  
[Print name and title]

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_