

**Leicester Community Emergency Response Team**

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| **Pages**  | **Issue Date**  |
| 22  |  |
| **Issuing Authority:**  | **Effective Date**  |
|  Jason M Main, CERT Manager  |  |
| **Revision Date**  |
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| **Organization Formation and Operation Guidelines**  |

#  1. Establishment

1.1 The Town of Leicester, by and through its Division of Emergency Management, hereby establishes the Leicester Community Emergency Response Team (CERT) Program, approved by the Federal Emergency Management Agency, to be administered and managed by the Division of Emergency Management as set forth herein.

#  2. Name

2.1 Being registered and approved by FEMA on October 14th 2022, the official name of this organization will be Leicester Community Emergency Response Team, also referred to as the Leicester CERT. No other name will be used to refer to this team without express permission by the Director of Emergency Management for the Town of Leicester and/or the Federal Emergency Management Agency.

#  3. Organization Logo

3.1 The CERT Logo is used by this organization with permission by the Federal Emergency Management Agency

in line with the customization specifications as outlined in the Community Emergency Response Team Logo Usage Guidelines published December of 2013. No modifications or changes may be made to the space, color palette, color systems, typeface, pattern, outline, or other elements of the logo without approval of the Federal Emergency Management Agency and the Director of Emergency Management for the Town of Leicester. The Leicester Community Emergency Response Team agrees to the termination of use of its CERT logo upon suspending, terminating, and/or dissolving the organization.

#  4. Mission Statement

4.1 The Leicester Community Emergency Response Team, also referred to as the Leicester CERT, is dedicated to training individuals in the neighborhoods, businesses, and industries within the Town of Leicester in important topics such as emergency preparedness and basic disaster response techniques in order to enable them to prepare, as volunteers, to take an active role in providing critical support in a safe manner to emergency response personnel during different emergencies and disaster incidents. The Leicester CERT is also dedicated to training community members how to be valuable resources within their neighborhoods for non-emergency and routine events.

#  5. Goals and Objectives

5.1 The Leicester Community Emergency Response Team relies on preparedness, with the basis of people helping people and doing the greatest good with the greatest number. CERT is part of the National Citizen Corp effort enforced by the President of the United States and the Department of Homeland Security.

5.2 CERT acts as a positive and realistic approach to emergency and disaster situations where citizens may initially be on their own and their actions can make a real difference.

5.3 CERT allows for citizens within the community to be trained, educated, and informed about emergency preparedness. This program sets each volunteer up for success with the ability to help others in their community during times of crisis.

5.4 CERT members may be assigned to various other duties, both emergency and nonemergency in practice, by the request of the CERT Manager and/or the Director of Emergency Management.

#  6. Home Location

6.1 The Leicester Community Emergency Response Team will hold meetings at Town of Leicester facilities or at neighborhood community centers within the Town of Leicester. The designated home location for the Leicester CERT will remain at the Leicester Division of Emergency Management 3 Paxton St Leicester Ma 01524

#  7. Meetings

7.1 Meetings shall be held between the CERT Team Leader and members of the Leicester Division of Emergency Management every other month, with no less than four meetings occurring each calendar year.

7.2 Meetings shall be held between designated Neighborhood Team Leaders and members of the Leicester Division of Emergency Management no less than four times each calendar year.

7.2.1 Combined meetings containing the CERT Team Leader and Neighborhood Team Leaders shall satisfy meeting requirements.

7.3 Each Neighborhood Team Leader shall host meetings with volunteers within their designated neighborhoods every two months and no less than four times per calendar year.

## 8. Rules of Conduct

 All members of the Leicester Community Emergency Response Team are expected to read, acknowledge, and comply with the ‘Leicester Community Emergency Response Team Code of Conduct’ as prescribed in Appendix A of this document as well as other rules, regulations, policies, and procedures issued for members of the Leicester CERT.

## 9. Membership

9.1 Any and all residents of the Town of Leicester may apply for membership to the Leicester Community Emergency Response Team. Membership is voluntary and does not offer payment or fringe benefits.

 9.2 All applicants must be at least eighteen years of age at the time of application.

9.3 Applicants agree to a CORI check upon application. Membership may be dependent upon the outcome of this CORI check.

 9.4 Approval of applicants will be at the sole discretion of the CERT Program Manager.

9.5 Applicants agree to complete and sign the full application packet located in Appendix B of this document. This application packet will include the following documents:

 9.5.1 Application Form

 9.5.2 Membership Agreement

 9.5.3 Code of Conduct Agreement (Appendix A); and

 9.5.4 Release and Waiver of Liability

9.6 Membership approval shall be contingent upon the successful completion of the CERT Training Program.

9.7 Members agree to attend and participate in at least two neighborhood meetings and/or training classes each calendar year provided by or in conjunction with the CERT Training Coordinator or other recognized training organization.

9.8 Membership to the Leicester Community Emergency Response Team, unless revoked for just cause, shall remain valid for a period of 2 years.

9.8.1 At the biennial anniversary of a membership, CERT team members will be evaluated by the CERT Team Leader and/or the Neighborhood Team Leaders to ensure certification and requirements continue to be met.

9.8.2 When certification and requirements are determined to have been met by a CERT member, new identification will be issued to the member by the Leicester Division of Emergency Management.

9.9 Members of the Leicester Community Emergency Response Team agree not to use their membership for personal gain and remain free from any and all conflicts of interest.

## 10. Activation

10.1 Activation of the Leicester Community Emergency Response Team shall be made at the sole discretion of the Director of Emergency Management or his/her designee. Additionally, activation will be made based upon public safety needs and goals.

10.2 Members of the Leicester Community Emergency Response Team agree not to self-activate for any emergencies or disasters. Self-activation of a member may place that member at grave risk for injury and/or liability and may result in discipline, up to and including, revocation of membership.

10.3 Members agree to abide by prescribed policies and procedures regarding activation, including but not limited to, the documentation of said activation and activities.

10.4 Members who are activated agree to operate within the scope of their CERT training and maintain compliance with all local, state, and federal laws, regulations, and ordinances.

10.5 Approved members who are activated shall never be accompanied by non-members to the scene of disasters or emergencies. Approved members who allow family, friends, or other non-members to accompany them to the scene of disasters or emergencies may place themselves and others at risk of injury or death.

10.6 Any activated member who sustains an injury, no matter how minor in nature, shall report said injury as soon as possible to the CERT Safety Officer or CERT Team Leader. Activated members shall also document any and all injuries in writing and submit this documentation to the CERT Program Manager.

10.7 Upon determination by the Incident Commander that an emergency or disaster has been resolved, deactivation of the CERT team will be ordered by the CERT Program Manager or Director of Emergency Management. Individual CERT members who have been activated shall remain at their post until accounted for and released by their CERT Neighborhood Team Leader or other supervisor with authority.

## 11. Roles and Responsibilities

 11.1 CERT Program Manager

11.1.1 The CERT Program Manager role shall be held by the Director of Emergency Management or his/her designee and will be tasked with the overall management of the Leicester Community Emergency Response Team.

11.1.2 This role shall meet with the CERT Team Leader on a prescribed schedule to discuss the goals and objectives of the CERT team, as well as planning, training and response activities.

11.1.3 This role shall act as the official liaison between the Leicester Community Emergency Response Team and officials for the Town of Leicester.

11.1.4 This role shall supervise and facilitate the financial management of the CERT team in conjunction with the CERT Finance Section Chief

 11.2 CERT Section Chief

11.2.1 A CERT Section Chief may be established to accomplish specific goals or responsibilities within a CERT organization. This position will hold responsibilities in addition to normal members of the CERT team and be expected to act as a supervisor or leader in this role.

11.2.2 A Section Chief may be responsible for such areas of expertise as training, finance, logistics, or operations. Implementation of a Section Chief position will be based on the need of the organization and at the sole discretion of the CERT Program Manager.

 11.3 CERT Team Leader

11.3.1 CERT Team Leaders are responsible for supervision and leadership activities within the program.

11.3.2 CERT Team Leaders are responsible for meeting with the CERT Program Manager and to provide updates on different areas of team development, neighborhood teams, training, and more at least once every other month with a minimum of four meetings occurring each year.

11.3.3 A CERT Team Leader may provide guidance and support to Neighborhood Team Leaders with:

 11.3.3.1 Training

 11.3.3.2 Meetings

 11.3.3.3 Maintenance of records

 11.3.3.4 Recruiting

 11.3.3.5 Other issues that may arise

11.3.4 CERT Team Leaders primarily function as an administrative position within the CERT Program; however, they may assist or provide operational support as needed based on incident need and availability.

 11.4 CERT Neighborhood Team Leader

11.4.1 Neighborhood Team Leaders represent the supervision within a neighborhood group of CERT Members.

11.4.2 Neighborhood Team Leaders help with distribution of information, recruitment of volunteers, training and certification, activation, and more. They are the primary supervisor for volunteers in their neighborhood or region.

11.4.3 Neighborhood Team Leaders will hold meetings with the volunteers in their specific community, group, region, or neighborhood at least four times per year, in order to ensure continued interest in the program, availability for activation, active certifications, and sharing of program information.

11.4.4 Neighborhood Team Leaders are primarily operational in nature, responding to and assisting with activations for emergencies or disasters within the Town . Neighborhood Team Leaders will also perform supervisory roles while activated, ensuring Team Members understand their role at the scene of an emergencies, what tasks they may be expected to perform and/or complete, and ensure that accountability for Team Members is being performed and recorded.

 11.5 CERT Team Member

11.5.1 CERT Team Members include all general members of the Leicester CERT Program. Team Members are the heart of the organization, making up the majority of those who volunteer.

11.5.2 The primary function of the CERT Team Members will be to respond to and assist at disasters and emergencies within the Town when they have been activated by the Director of Emergency Management.

11.5.3 CERT Team members are solely operational in nature, with training provided by FEMA and the Division of Emergency Management, to perform specific tasks and functions as volunteers during emergencies and disasters.

## 12. Identification

12.1 All approved and active members of the Leicester Community Emergency Response Team will be issued official identification cards. These identification cards remain the property of the Leicester Division of Emergency Management, and as such, should be returned to this division upon terminating volunteerism with the Leicester CERT Program.

12.2 Identification cards will remain active for a period of two years, unless revoked or terminated, at which time members will meet with the Division of Emergency Management for a new identification card to be issued.

12.3 Identification cards are provided to allow for proper and official identification of active members of the Leicester Community Emergency Response Team during activations to emergencies and disasters. These identification cards shall only be used for this purpose and members agree that unauthorized use of an identification card may result in discipline, up to and including revocation of membership.

12.4 Identification cards shall be worn by all members, on their outermost garment, during all activations to emergencies and disasters, as well as all official trainings and meetings.

## 13. Training

13.1 All training provided to CERT members shall be in accordance with the current Federal Emergency Management Agency guidelines as well as the guidelines and best practices of the Massachusetts Emergency Management Agency.

13.2 Each member of the Leicester CERT Program must attend and successfully pass the CERT Basic Training Course (FEMA P-2057) developed by the Federal Emergency Management Agency and instructed by approved vendors and teachers.

13.3 All training and materials presented to Leicester CERT members must first be approved by the Director of Emergency Management prior to use and distribution.

## 14. Finances

14.1 All funds received by the Leicester Community Emergency Response Team shall be deposited with and controlled by the Town of Leicester, as a program being administered and managed by and through the Division of Emergency Management. Funding of the Leicester CERT Program may include grant funding, as approved by and with application from the Town of Leicester, and donations, as approved and accepted by the Town of Leicester.

14.2 As a program of the Division of Emergency Management within the Town of Leicester, the Leicester Community Emergency Response Team Program, as well as members acting on behalf of the program, are restricted from fundraising activities and/or the organization of fundraising activities.

14.3 All purchase requests shall be submitted in writing, by the CERT Finance Section Chief, to the Leicester Division of Emergency Management, for review, consideration, and approval.

14.3.1 All purchases shall be made in accordance with the procedures established by the Town of Leicester

14.3.2 No contracts or purchases of good and/or services may be made without prior authorization of the Director of Emergency Management or his/her designee.

14.4 Purchases made by the Leicester Community Emergency Response Team will only be encumbered after prior approval and issuance of a purchase order through the Town of Leicester.

14.5 Invoices, purchase orders, and receipts for good and/or services purchased will be maintained in a separate file with the Leicester Division of Emergency Management.

14.6 Acting as a functionary section of the Leicester Division of Emergency Management, the Leicester Community Emergency Response Team will purchase and obtain all goods and services through the Leicester Division of Emergency Management and as such, shall be exempt from state and federal taxes while operating as a functionary section of the Leicester Division of Emergency Management.

14.7 With the assistance and approval of the Leicester Division of Emergency Management, the Leicester CERT may seek and apply for grants from state, federal, and private sources to fund the activities and objectives set out by this document and any future activities and objectives set forth by the Director of Emergency Management

14.7.1 Any and all applications for grant funding shall first be approved by the Leicester Division of Emergency Management and the Town Administrator for the Town of Leicester.

14.7.2 Any and all applications for grant funding shall comply with appropriate municipal, state, and federal laws, as well as the Town of Leicester Bylaws as established by the Town of Leicester and any established and approved procedures for the Town of Leicester.

## 15. Media Relations

15.1 All media relation activities shall be coordinated by the Director of Emergency Management with coordination and approval of the Office of the Town Administrator.

15.2 The Leicester Division of Emergency Management shall handle all interviews in coordination with and approval of the Office of the Town Administrator.

15.3 Members of the Leicester Community Emergency Response Team shall not provide interviews, incident details, or other information to members of the media nor shall they post any interviews, incident details, or other information to social media platforms without the express approval of the Director of Emergency Management and the Office of the Town Administrator.

## 16. Policies and Procedures

16.1 In order to address the needs, activities, response, and all other operations of the Leicester Community Emergency Response Team, the Director of Emergency Management shall develop, adopt, and distribute policies and procedures to all members.

16.2 All members of the Leicester Community Emergency Response Team shall review, acknowledge, and abide by the policies and procedures issued by the Director of Emergency Management or his/her designee.

16.3 Policies and procedures may be adopted, revised, amended, and rescinded at the discretion of the Director of Emergency Management and his/her designee.

16.3.1 Occurrences where policies and procedures may conflict with local, state, and/or federal laws or regulations shall be brought to the attention of the Director of Emergency Management so official review of said policy and procedure can be conducted and appropriate revisions can be issued.

## Appendix A

 Code of Conduct

The Leicester CERT Program allows volunteers in the community to assist one another during times of crisis, disasters, emergencies, and non-emergency planned events. As a selected volunteer, you represent the Leicester Community Emergency Response Team and our program to potential members, the public, and to those who we render our services to. You are also representative of a dedicated program within the Leicester Division of Emergency Management. It is important to portray a positive image at all times.

All complaints of violations to this Code of Conduct or to any issued Policies and Procedures will be investigated by the Director of Emergency Management or his/her designee. During the investigation process, involved members will be temporarily suspended from all CERT activities, pending the outcomes of the investigation. Involved members will be notified as to their status with the Leicester CERT program by the Director of Emergency Management. Progressive discipline for violations may include, but is not limited to, counseling, written notice, and restriction/removal of involvement with the Leicester CERT program.

As a volunteer with the Leicester Community Emergency Response Team, you are expected to comply with the following:

1. Dial 911 first for all emergencies.
2. During emergencies and disasters, your first responsibility is to ensure the safety of you and your family.
3. Understand your prescribed role at all incidents. As a CERT volunteer, you do not obtain any prescribed rights and/or authority as a Police Officer or Firefighter. You remain a trained volunteer who works as an extension to a public safety response to emergencies and disasters.
4. You shall not respond to any incidents as a CERT member until activated and/or instructed by the Director of Emergency Management or His/her designee to incidents. All responses to emergencies and disasters within the Town of Leicester will be based upon public safety needs and directed by the Leicester Director of Emergency Management.
5. CERT Members agree to remain within the scope of their training. Members will be training under the FEMA Community Emergency Response Team curriculum. Actions must be limited to those contained within that training and any other approved training provided by the Division of Emergency Management.
6. CERT Members agree to limit their actions and response to the capabilities of their physical abilities and the resources available to said members. Such limitations may be determined by, but not limited to, equipment availability, physical limitations, knowledge, training, and authority.
7. CERT Members will ensure they dress appropriately to all trainings and activations. The use of shorts, open-toed shoes and sandals, and other potentially unsafe clothing are not permitted. CERT Members will wear their issued CERT uniform at all trainings and activations to ensure they can be properly identified at all times.
8. CERT Members shall conduct themselves with professionalism, dignity, and pride; agreeing to always act appropriately and responsibly while assisting others and representing the CERT Team in public.
9. CERT Members shall treat fellow team members, visitors, and volunteer program participants, guests, and property with the utmost courtesy and respect.
10. CERT Members will respect the privacy of every person they encounter and hold in confidence all sensitive, private, and personal information they may come in contact with, hold knowledge of, or be required to record and report.
11. CERT Members shall ensure they never respond to activations under the influence of drugs and alcohol.
12. CERT Members shall never carry concealed weapons to activations or trainings, regardless of licensing. CERT Members are only authorized to carry approved equipment as identified by the FEMA CERT Standards or approved by the CERT Program Manager.
13. CERT Members are not authorized to use the name, emblem, logo, endorsement, services, or property of the Leicester Community Emergency Response Team or Leicester Division of Emergency Management. No CERT Members shall use any name, emblem, logo, endorsement or otherwise for the benefit or advantage of any person. CERT Members are not permitted to use the name, emblem, logo, or otherwise to create, order, obtain, or use apparel, services, or property without the written permission of the Director of Emergency Management.
14. CERT Members shall not accept, or seek on behalf of any other person, any money or gifts offered as a result of their affiliation with the Leicester CERT program.
15. CERT Members shall not use their participation in the Leicester CERT program to promote any political, religious, or other views or positions at any time.
16. CERT Members are discouraged from inappropriate conduct, both on- and off-duty, that would jeopardize the programs effectiveness such behavior includes but is not limited to the following:
	1. Offensive or profane language or gestures.
	2. Public criticism of any CERT team member, its leaders or town officials including law enforcement, fire and EMS personnel.
	3. Causing, encouraging, or jeopardizing others safety, including fellow CERT team members.

**The Leicester Community Emergency Response Team is committed to a policy of fair representation and does not discriminate on the basis of race, ethnicity, age, disability, gender, color, religion, sexual orientation, geography, or group affiliation. Volunteers are expected to adhere to these same standards in the course of their duties.**

## Appendix B

Community Emergency Response Team Volunteer Application,

Membership Agreement, and Release

Leicester Community Emergency Response Team c/o Leicester Director of Emergency Management 3 Paxton St

 Leicester, MA 01524

## Community Emergency Response Team Volunteer Application

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| --- |
| **IDENTITY INFORMATION**  |
| First Name:  | Middle Initial:  |
| Last Name:  | Date of Birth:  |
| Gender: [ ] Male [ ] Female [ ] Not Specified [ ] Unknown  |
| Residential Address:  |
| Town Of:  | State:  | Zip Code:  |
| ‘ULYHU¶V/LFHQVH  | Class:  | Expiration Date:  |
| License to Operate: [ ] a passenger vehicle [ ] a single commercial vehicle over 26,000 lbs. [ ] a combination commercial motor vehicle over 26,000 lbs. [ ] other commercial vehicles and buses  |
| Are you certified to transport hazardous materials? [ ] Yes [ ] No  |

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| **ACTIVATION PREFERENCES**  |
| Where are you willing to travel for activation?  [ ] Leicester [ ] Bordering Communities [ ] In-State [ ] Out-of-State  |
| In the event of a declared national emergency, would you consider volunteering to work under the authority of the Federal Government? [ ] Yes [ ] No  |
| Do you have any other commitments that might pose a conflict in the event of an emergency? [ ] Yes [ ] No  |
| If yes, please explain:  |
|   |
|   |
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| **CONTACT INFORMATION**  |
| Primary Email Address:  |
| Secondary Email Address:  |
| Primary Phone Number:  | Extension  |
| Phone Type: [ ] Work Phone [ ] Home Phone [ ] Mobile Phone [ ] TTD/TTY [ ] Fax [ ] SMS/Text Message  |
| Secondary Phone Number:  | Extension  |
| Phone Type: [ ] Work Phone [ ] Home Phone [ ] Mobile Phone [ ] TTD/TTY [ ] Fax [ ] SMS/Text Message  |
| **EMERGENCY CONTACT INFORMATION**  |
| **Emergency Contact #1**  |
| First Name:  | Last Name:  |
|  Relationship: [ ] Parent [ ] Spouse [ ] Domestic Partner [ ] Sibling [ ] Child [ ] Other  |
| Primary Emergency Contact Number:  |
| Secondary Emergency Contact Number:  |
| **Emergency Contact #2**  |
| First Name:  | Last Name:  |
|  Relationship: [ ] Parent [ ] Spouse [ ] Domestic Partner [ ] Sibling [ ] Child [ ] Other  |
| Primary Emergency Contact Number:  |
| Secondary Emergency Contact Number:  |
|  | **EDUCATION/OCCUPATION INFORMATION**  |
| [ ] GED/High School  | Additional Certifications or area(s) of expertise:  |
| [ ] Certification [ ] Associate’s [ ] Bachelor’s [ ] Master’s  [ ] Ph.D.  | Field:  |
| Field:  |
| Field:  |
| Field:  |
| Field:  |
| Primary Occupation:  |  |
| Regular Work Hours:  |  |
| Employers Name |  | Employers Phone Number |
| Employers address  |  |

Leicester Community Emergency Response Team c/o Leicester Director of Emergency Management 3 Paxton St

 Leicester, MA 01524

# MEMBERSHIP AGREEMENT

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, volunteer to serve as a member of the Leicester Community Emergency Response team and agree to the following terms and conditions.

1. As a condition of volunteerism with the Leicester Community Emergency Response Team, I give permission to the Leicester Division of Emergency Management and the Town of Leicester to conduct a Criminal Offender Record Information (CORI) check, under the provisions of M.G.L. c. 6 § 172(a), for the purpose of screening candidates for membership. Additionally, I acknowledge that the Leicester Division of Emergency Management and/or the Town of Leicester may check and review records for sex offender registration and previous law enforcement contact.
2. All information provided to the Leicester Division of Emergency Management, including records provided by the Department of Criminal Justice Information Service, will not be disseminated except as authorized under M.G.L. c. 6 § 172(f) or other applicable law. I understand that only authorized administrators will view the information I provide or is obtained through the CORI check.
3. Permission for the Leicester Division of Emergency Management and/or the Town of Leicester shall remain valid for 2 years from the date of my signature. I understand I have the right to revoke my consent for a CORI check at any time and may do so by providing the Director of Emergency Management with a written notice of my intent to withdraw consent.
4. I understand and agree that the Leicester Division of Emergency Management and/or the Town of Leicester may conduct subsequent CORI checks within the active consent period; however, written notice will be made to me if additional checks occur.
5. As a volunteer for the Leicester Community Emergency Response Team, I attest that I am in good health and have no medical limitations, physical limitations, or other circumstances which remain undisclosed to the Director of Emergency Management and/or CERT Program Manager. I agree to disclose all current and new limitations to the Director of Emergency Management and/or CERT Program Manager.
6. I understand that the Leicester Division of Emergency Management and/or the Town of Leicester is not obligated to provide me with any placement or opportunities as a volunteer. I also understand

that I am not obligated to accept any opportunities or placements offered to me as a volunteer by the Leicester Community Emergency Response Team, Leicester Division of Emergency Management, and/or the Town of Leicester.

1. I understand that the Leicester Division of Emergency Management and/or the Town of Leicester reserves the right to revoke my membership and volunteerism with the Leicester Community Emergency Response Team at any time. I also understand that I may withdraw my application and/or membership from volunteering with the Leicester Community Emergency Response Team at any time by written notice to the Director of Emergency Management and/or CERT Program Manager.
2. I understand that volunteer positions with the Leicester Community Emergency Response Team, as a program provided by and through the Leicester Division of Emergency Management, are not considered paid employment and I agree that I hold no anticipation of compensation or consideration for employment by agreeing to and performing volunteer activities with this program.
3. As a condition of volunteerism with the Leicester CERT Program, I agree to follow all policies and procedures issued by the Director of Emergency Management and/or CERT Program Manager. I understand that violations of policies and procedures may result in discipline, up to and including revocation of my membership with the program.
4. I agree to follow the lawful instructions of senior volunteer leaders within the Leicester Community Emergency Response Team and to exercise reasonable care while participating in the CERT program. I understand that failure to follow lawful instructions of the senior leaders of the Leicester CERT program and/or staff of the Leicester Division of Emergency Management, or failure to exercise reasonable care while participating as a member of the Leicester CERT program may result in discipline, up to and including revocation
5. In addition to the policies and procedures set forth in the Leicester Community Emergency Response Team program, I agree to follow all rules and regulations of the Town of Leicester as well as all local, state, and federal laws.
6. By applying for, and participating in the Leicester CERT Program, I hereby consent to and agree to be treated by emergency medical personnel, physicians, and/or surgeons, in case of sudden illness or injury while participating in any and all activities for the program. I understand that the Town of Leicester does not provide any medical insurance and is not responsible for any costs for such treatments, and that the cost thereof will be at my own expense.
7. I understand and agree that if I respond on my own accord to assist family and others in times of need, during emergencies, disasters, or otherwise, without formal and official activation, that I am acting as a normal citizen and that I will not affiliate myself as a volunteer or member of the Leicester CERT Program or volunteer of the Town of Leicester.
8. I understand and agree that I may affiliate myself and be recognized as a member of the Leicester CERT program and/or volunteer of the Town of Leicester only when formal and official notice of activation is given by the Director of Emergency Management or his/her designee, and I agree to such assignment and activation as a member of the Leicester CERT Program.
9. I understand that activation as a member of the Leicester CERT Program is an important and vital addition to public safety response in the Town of Leicester and agree that, during my tour of duty or assignment as a member of the Leicester CERT Program, I will not desert my assignment or position without adequate notification to a CERT Neighborhood Team Leader, Program Team Leader, or the CERT Program Manager.
10. I agree not to operate any motor vehicle, motorized equipment, tools, or other materials, objects, and devices that I am not authorized to, or familiar with. I further agree to obtain authorization and approval from the Director of Emergency Management or his/her designee, CERT Program Manager, or Program Team Leader to operate and/or utilize any and all property belonging to the Leicester CERT Program, Leicester Division of Emergency Management, and/or Town of Leicester.
11. I understand that from time to time in the course of my membership with the Leicester CERT Program that I may obtain, be given access to, or be in the presence of confidential information and I agree that I will maintain this information as confidential, without prejudice, and will not disclose or otherwise release such information.
12. I understand and agree that membership within and activation of the Leicester CERT Program does not afford or provide any official authority to act as a Town of Leicester Official, Police Officer, Firefighter, Emergency Medical Service member, or other Public Safety Official.
13. I understand and agree to the following Town of Leicester policies:
	1. I understand that the Town of Leicester has a zero-tolerance policy against any type of harassment and/or discrimination and I agree to comply with this policy.
	2. I understand that the Town of Leicester has a zero-tolerance policy against any type of violence, threat or intimidation, implied or actual, in the workplace, and I agree to comply with this policy.
	3. I understand that the Town of Leicester has a zero-tolerance policy against any use of, or being under the influence of, illegal drugs or alcohol in the workplace and/or while performing any duties and I agree to comply with this policy.
	4. I understand that the Town of Leicester has a zero-tolerance policy against the carrying of and/or use of weapons and firearms by individuals, other than active members of the Town Leicester Police Department and it’s Reserves I agree to comply with this policy while executing my duties, responsibilities, and assignments as a member of the Leicester CERT Program.
14. I understand and agree that the Town of Leicester is not responsible for the loss or damage to my personal property and/or personal vehicle while I am performing any functions, responsibilities, assignments, or otherwise as a member of the Leicester CERT Program.
15. I grant permission to and agree to allow the Town of Leicester, the Leicester Director of Emergency Management, and the Leicester Community Emergency Response Team to take, reproduce, and publicize pictures, images, videos, and/or news articles pertaining to my services to, or interest in the Leicester CERT Program.
16. I understand and agree that all media relations activities shall be coordinated through the Director of Emergency Management in coordination with the Town Administrator’s office to make public statements on behalf of the Town of Leicester or the Leicester Community Emergency Response Team Program
17. I agree to treat all citizens I come in contact with, speak to, or interact, with respect, patience, integrity, courtesy, and dignity. I will not write, speak, or make any comments containing profanity, humiliating information, ridicule, threats, or degrading remarks.
18. FOR CURRENT TOWN EMPLOYEES: I understand and agree that my role as a Town employee shall be first priority during Town of Leicester emergencies and/or disasters, and that my activation by and through the Leicester CERT Program may be dependent on my current work schedule and responsibilities. I understand that if I am activated and respond during hours of my scheduled Town of Leicester employment, I will be required to use my vacation or personal leave in accordance with Town of Leicester policy. If no such leave is available, I understand that Town of Leicester policy requires me to use unpaid leave for such activation and approval of unpaid leave shall follow Town of Leicester policy, department policy, and/or current Collective Bargaining Agreements if applicable.
19. FOR CURRENT TOWN EMPLOYEES: If I am a current Town of Leicester employee, I understand and agree that work performed as a member of the Leicester CERT Program is on a voluntary basis, outside of my regular job classification and responsibilities, and I am not eligible for compensation for any and all work performed.

## *MEMBERSHIP AGREEMENT ACKNOWLEDGMENT*

**I agree to the terms and conditions, as written, in this Membership Agreement. Furthermore, I understand and agree to follow all requirements stated in this agreement. In addition to these terms and conditions, I agree to have the Leicester Director of Emergency Management conduct a CORI check and I agree to indemnify and hold harmless the person(s) to whom this request is presented and its agents and employees from and against all claims damages, losses and expenses including reasonable attorney fees arising out of or by reason of complying with this request. I further agree and verify by my signature that any and all information provided by me, through completing a membership application and membership agreement, is complete, truthful, accurate and valid to the best of my knowledge.**

Signature Date

*WITNESS*

Signature Date

Name and Title Organization

Leicester Community Emergency Response Team c/o Leicester Director of Emergency Management 3 Paxton St

 Leicester, MA 01524

# Release and Waiver of Liability

THIS RELEASE AND WAIVER OF LIABILITY (this release) is executed by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on their own behalf (or as a parent or guardian of, if applicable) and on behalf of their heirs, executors, administrators, legal representatives (including parents or guardians if applicable) successors and assigns (collectively the Releasor, I or Me) in favor of the Town of Leicester, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, and the Releasees (as defined below).

Releasor hereby freely, voluntarily, and without duress executes this Release under the following terms:

As the Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating

in the Leicester Community Emergency Response Team Program (Leicester CERT Team). As the Releasor, I understand that the Town of Leicester does not require me to participate in this activity, but I choose to do so despite the possible dangers and risks and despite this Release. With informed consent, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with participating in the Leicester CERT Program, and I hereby release and forever discharge and agree to hold harmless the Town of Leicester and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, donors, representatives, members, owners, employees, volunteers, agents, administrators, assigns, and contractors (collectively Releasees) from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Leicester CERT Program, including any injury or harm to me, my death, or damage to my property.

As the Releasor, I recognize that this Release means I am giving up, among other things, all rights to take legal action against any of the Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives (including parents or guardians, if applicable), successors and assigns, as well as myself.

I also affirm that I have adequate medical and motor vehicle insurance to cover any medical assistance I may require. I agree not to participate in the Leicester CERT Program unless I am physically and medically able, and I agree to abide by the decision of the Town of Leicester and its agents regarding whether I may participate in the Leicester CERT Program. I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to any choice of law provisions.

In case any one or more provisions or parts of a provision contained in this Release are, for any reason, held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or part of a provision of this Release or any other jurisdiction, but this Release will be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein or therein and such provision or part will be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

## *RELEASE AND WAIVER OF LIABILITY ACKNOWLEDGMENT*

**By signing or otherwise agreeing to this Release, I am acknowledging that I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the release. With such knowledge, I hereby expressly and specifically assume all risk of injury or harm, including any risk of bodily or personal injury, illness, death or damage to property, arising out of or related to the Leicester CERT Program.**

Signature Date

Full Name Address

Signature of Witness Date

Name and Title of Witness Organization