



Florida State Fire Marshal

Emergency Support Functions 4 and 9

Reimbursement Information

April 18, 2006

Emergency Management and Response

PRINTABLE ESF 4 & 9 FORMS AND LISTS FOR 2004 and 2005

The Division of State Fire Marshal is the lead agency for two Emergency Support Functions (ESF) at the [State Emergency Operations Center \(SEOC\)](#) during a disaster or state emergency. The Division is responsible for the management and staffing of ESF 4 (Firefighting) and ESF 9 (Search and Rescue) at the SEOC as mandated by the State of Florida Comprehensive Emergency Management Plan.

The Division accomplishes this responsibility through a partnership with the Florida Division of Forestry and the Florida Fire Chiefs' Association, both of which supply personnel at the SEOC as part of the staffing plan. Personnel are assigned from all of the Division's Bureaus and are responsible for:

- Verifying requests for resources and information from impacted local governments;
- Ensuring that appropriate assistance is provided;
- Ordering the resource;
- Tracking and documenting the resource;
- Estimating the cost associated with the resource request;
- Ensuring the resource has the necessary logistical support to fulfill the assigned mission; and,
- Ensuring relief is provided for any resource necessary for an extended operation.

In addition, State Fire Marshal personnel assigned to the SEOC coordinate with Law Enforcement (ESF 16), Military Support (ESF 13), Health and Medical (ESF 8) and Hazardous Materials (ESF 10). There are other ESFs in the SEOC that either supply information or receive information from ESF's 4 and 9.



The coordinated response and management of statewide fire service resources is accomplished using the [Florida Fire Chiefs' Association Emergency Response Plan](#). This plan was developed shortly after Hurricane Andrew in 1992 and has been used extensively since this time. Every year this plan is reviewed for necessary revisions by a committee designated by the President of the Florida Fire Chiefs' Association. Rand Napoli, Director of the Division of State Fire Marshal is the Division's representative on this committee. The Division of State Fire Marshal uses the Incident

Management System as a standard for SEOC operations. Training in emergency management is an ongoing, cooperative effort with the four partners: the Division of State Fire Marshal, the [Florida Division of Forestry](#), the [Florida Fire Chiefs' Association](#) and the [Division of Emergency Management](#).



In addition to responsibilities at the SEOC, the Division of State Fire Marshal also staffs multiple teams of Division personnel to respond to the disaster area and perform search and rescue duties, debris removal, road clearing and damage assessment. These teams are comprised of personnel from all three bureaus of the Division and are provided with fire apparatus from the Fire College and communication vans and bobcat tractors from the Bureau of Fire and Arson Investigations. The teams are self-sufficient for a minimum period of 72 hours. After which, support for the teams is supplied by either the Division or through the SEOC.

The Division is a major participant on the Rapid Impact Assessment Team (RIAT) and has personnel from the Bureau of Fire Prevention assigned to this team. Upon activation, these personnel report to a pre-designated staging area and report to a team leader from the Florida National Guard. The RIAT responsibilities are to identify and evaluate the status of emergency services, such as fire apparatus, fire

stations and facilities, personnel and needs assessment associated with the fire service in a stricken area. These personnel may be deployed for up to 96 hours with the Florida National Guard. Upon fulfillment of their assigned mission, these personnel may be returned to their original staging area, or the National Guard may transport them to the locations of other State Fire Marshal units.

Division personnel at the SEOC are also responsible for providing current information concerning any disaster or emergency to the management of the Department of Insurance and other organizations with responsibility for providing disaster assistance. This is accomplished through the Department of Insurance statewide network as well as internet e-mail. This computer link assures that the Department receives timely and accurate information concerning the disaster.

[Printable \(Adobe - .pdf\) Forms, Links and Excel Equipment Rate Schedules for 2004-2005](#)

- [Request for Assistance \(RFA\)](#)
- [Response to Assistance Request \(RTAR\)](#)
- [FEMA Equipment Rate Schedule \(Jan 23, 2004\)](#)
- [FEMA Equipment Rate Schedule \(Aug 28, 2005\)](#)
- [SMAA Claim Guidance 2004](#)
- [SMAA Claim Guidance 2005](#)
- [SMAA Claim Guidance 2005 - EMAC](#)
- [SMAA Assisting Party Claim Narrative](#)
- [SMAA Total Expense Summary](#)
- [SMAA Labor Summary](#)
- [SMAA Fringe Benefits](#)
- [SMAA Equipment Summary](#)
- [SMAA Materials Summary](#)
- [SMAA Contract Summary](#)
- [SMAA Travel Summary](#)
- [FEMA Aircraft Rate Information](#)
- [FEMA Aircraft Rate Determination](#)
- [Florida Public Assistance Web Site](#)
- [FEMA Public Assistance Web Site](#)

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Florida Public Assistance

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Public Assistance Information

Important Dates

2005 Disasters

	Hurricane Wilma FEMA-1609-DR- FL	Hurricane Rita FEMA-3259-EM- FL	Hurricane Katrina (Sheltering) FEMA-3220-EM-FL	Hurricane Katrina FEMA-1602-DR- FL	Hurricane Dennis FEMA-1595-DR- FL
Declaration					
Declaration Date	10/23/05	9/20/05	9/5/05	8/28/05	7/10/05
Incident Period	10/19/05 - 11/18/05	9/18/05 - 10/23/05	8/29/05 - continuing	8/24/05 - 9/6/05	7/7/05 - 7/20/05
72 hours at 100% Funding	10/19/05 - 10/31/05	9/18/05 - 9/25/05	Entire Incident Period 100%	8/24/05 - 9/4/05	7/7/05 - 7/13/05
RPA Deadline	12/2/05	10/20/05	10/5/05	9/27/05	8/10/05
Emergency Work Deadline	4/23/06	3/20/06	3/5/06	2/28/06	1/10/06
Next Quarterly Report	7/15/06	7/15/06	7/15/06	7/15/06	7/15/06
Fiscal Year Budget Projections	1/15/07	1/15/07	1/15/07	1/15/07	1/15/07
Permanent Work Deadline	4/23/07	3/20/07	3/5/07	2/28/07	1/10/07

Important Dates

2004 Disasters

	Hurricane Charley FEMA-1539-DR-FL	Hurricane Frances FEMA-1545-DR-FL	Hurricane Ivan FEMA-1551-DR-FL	Hurricane Jeanne FEMA-1561-DR-FL
Declaration				
Declaration Date	8/13/04	9/4/04	9/16/04	9/26/04
Incident Period	8/11/04 - 8/30/04	9/3/04 - 10/8/04	9/13/04 - 11/17/04	9/24/04 - 11/17/04
72 hours at 100% Funding	8/11/04 - 8/27/04	9/3/04 - 9/18/04	9/13/04 - 9/30/04	9/24/04 - 10/10/04
RPA Deadline	12/13/04	1/4/05	12/16/04	12/27/04
Emergency Work Deadline	8/13/05	9/4/05	9/16/05	9/26/05
Next Quarterly Report	1/15/06	1/15/06	1/15/06	1/15/06
Fiscal Year Budget Projections	1/15/06	1/15/06	1/15/06	1/15/06
Permanent Work Deadline	2/13/06	3/4/06	3/16/06	3/26/06

- [Program Guide](#)
- [FDOT Highway Maps by County - FHW-ER Info](#)
- [Disaster Guidance](#)
- [Immediate Needs Funding](#)
- [OMB Circulars](#)
- [Governor's Executive Order 04-229 \(State Match\) \(PDF\)](#)
- [Applicant Frequently Asked Questions \(PDF\)](#)
- [Backfill Memo \(PDF\)](#)
- [Mutual Aid Backfill \(DOC\)](#)
- [Debris Eligibility Extension \(DOC\)](#)
- [Debris Removal Fact Sheet \(PDF\)](#)

- [Debris Removal From Private/Gated Property Memo \(DOC\)](#)
- [Damage Identification Dates \(PDF\)](#)
- [Disaster Handbook \(PDF\)](#)
- [Reimbursement Guidelines for Statewide Mutual Aid Agreement \(SMAA\) Claims \(DOC\)](#)
- [Reimbursement Guidelines for Katrina/Rita Evacuee Shelter Operations \(EM 3220\) \(DOC\)](#)
- [Large Project Threshold \(PDF\)](#)
- [FEMA Equipment Rates \(XLS\)](#)
- [PNP Guidance \(DOC\)](#)
- [Applicant Briefing \(PPT\)](#)
- [FEMA / Public Assistance Program Overview \(PPT\)](#)
- [Publications](#)
- [Complete Public Assistance Policy Reference Manual \(9500 Series\)](#)
- [Fema Public Assistance Website \(fema.gov\)](#)
- [Florida DEM Website \(floridadisaster.org\)](#)
- [Reimbursement guidance for Interstate Emergency Management Assistance Compact \(EMAC\) claims](#)
- [Public Assistance Interim Housing - DR 1609 only](#)
- [Temporary Shelter for Workers of Public Entities - Exclusive Use 9 30 05 - DR 1609 only](#)

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FLORIDA DIVISION OF EMERGENCY MANAGEMENT
Reimbursement Guidelines for Statewide Mutual Aid Agreement (SMAA) Claims
2005 Emergency Response

The Statewide Mutual Aid Agreement (SMAA) supersedes other local mutual aid agreements between governmental units during “major or catastrophic disasters” (evidenced by the Governor’s proclamation of a state of emergency, activation of the State EOC and implementation the State Emergency Plan. The SMAA may also be applicable between participating governmental units in absence of an existing local mutual aid agreement during minor events. Requests for assistance under the SMAA should be through the State EOC. Either the Requester or Assister should document mutual aid assistance in the State EOC Tracker when missions directly requested without State EOC mission assignment, Under the SMAA, the Assister may claim reimbursement of expenses from the Requester consistent with the reimbursement guidelines of the Federal Emergency Management Agency (FEMA) whether or not a Federal Declaration for disaster relief is applicable. (Note: All State Agencies, all Counties, and all but a few local governments are participants in SMAA. Also, other political subdivisions of the state such as School Districts, Water Management Districts, etc. are also eligible participants). In the event of a Federal Declaration (Disaster, Emergency, or Fire) for an affected area, the SMAA Requesting Parties from within the Declared Area may seek FEMA reimbursement for eligible emergency response costs; including those costs claimed by Assisters. Further guidance for SMAA claim submittal by Assisters to Requesters is as follows:

1. The Assister (Claimant) should submit claim to the Requestor with a transmittal letter, if not using the SMAA Claim Narrative Form, which clearly identifies the Requester, and includes a brief narrative describing:
 - a. The SMAA request including applicable State EOC Mission Number(s);
 - b. The types of employees that responded (police, fire, public works, etc);
 - c. The time frame of SMAA services provided;
 - d. The SMAA services rendered as emergency protective measures for the public safety/health or for protection of improved property;
 - e. The Declared Disaster areas (County or City) in which the SMAA services were provided;
2. A Total Actual Costs Summary (Work Completed To-date) which provides claimed expenses itemized in the following categories as applicable:
 - a. Labor including separate fringe benefits rates for RT and OT pay.
 - b. Equipment at the FEMA Equipment Rates or established Claimant Rates if less that the FEMA Equipment Rate Schedule.
 - c. Materials expended (stock supplies or purchased for the response).

- d. Contract Services in support of the emergency response.
 - e. Rented Equipment utilized in the emergency response.
 - f. Travel Costs (employee reimbursements, direct paid lodging, meals, misc. expenses).
3. Separate itemized expense summaries for each of the above categories of cost as applicable:
- a. Labor Summary listing the personnel for regular and overtime hours worked each day, for a total number of hours, for cost to be extended at the appropriate regular time or overtime pay rate. The appropriate fringe benefit rate may be applied to the total regular time and the total overtime costs as per the Fringe Benefit Rate Determination Sheet.
 - b. Equipment Summary listing the various units of claimant-owned equipment for the hours used each day for a total number of hours of use to be extended at the appropriate equipment rate.
 - c. Materials Summary listing the consumed materials and supplies that were consumed by the Claimant in the emergency response operations whether inventory items or items purchased for the emergency at the quantities and unit prices extended for the materials consumed.
 - d. Contract Summary listing each vender/contractor with a description of the services provided.
 - e. Rental Equipment listing showing the rental period and the cost for each piece of rented equipment used in the emergency response.
 - f. Travel Summary that lists travel costs reimbursed to each Claimant employee, or paid directly by the Claimant for transportation, meals, and/or lodging for Claimant personnel or volunteers.
4. Clarifications of eligible costs for FEMA reimbursement are listed as follows:

Labor: Actual costs for Regular Time pay and Overtime Pay is eligible. Backfill costs to maintain required minimum levels of protection for essential services of their own jurisdiction while staff is on mutual aid missions is eligible. Firefighter pay for 24-hour days should be limited to actual pay as per pre-established Claimant personnel pay policy. Portal-to-Portal 24-hour pay should not be claimed unless that pay policy or practice has been previously established by the Claimant before the event; and is enforceable by employees. Otherwise, claims for pay should be based on actual regular time and actual overtime hours worked. If a claimant claims 24-hour/day pay, or portal-to-portal pay, but is waiting for reimbursements to pay labor costs without pre-established policy or requirement, then the excess overtime may not be eligible by FEMA/State guidelines. Volunteer firefighter labor costs (per call fees, pay for mutual aid missions, etc.) are reimbursable as per pre-existing pay policies or agreements for actual costs to the Assister.

Benefits: The typical claimed fringe benefits for both regular time and overtime gross pay are the percentages of gross pay for FICA/MICA, retirement, and workers compensation components. Fringe benefits in percentages of gross pay for leave time earned; health, life, and disability insurance costs; and other costs are also eligible as applied to gross regular time pay; but not overtime pay. If the Claimant uses the same fringe benefit percentage for both regular time pay and overtime pay, it should be indicated that they are only claiming the eligible fringe benefits common to both regular time and overtime gross pay (i.e. FICA/MICA, retirement, and workers compensation costs).

Equipment: The National FEMA Equipment Rate Schedule is available at the FEMA's website (<http://www.fema.gov>) when searching the website for "equipment rates." Also available, is the State's abbreviated listing of equipment rates for equipment most likely utilized during emergencies on the <http://www.floridapa.org> website. The appropriate FEMA cost code that most closely matches the described unit of equipment should be listed on the itemized equipment summaries to coincide with the claimed hourly or mileage rate. Mileage rates should be claimed, when listed, for all vehicles that are used primarily for transporting personnel. Hourly rates for pickups are acceptable when they are used for heavy-duty emergency response activities other than personnel transport. Hours of use of equipment should not exceed the actual time that labor is available to operate it. Even if 24-hour pay is eligible as claimed, manned equipment should not be claimed for 24 hours per day unless it is being used by different shifts and this is indicated on the summary forms. Any equipment used for less than four hours a day should be claimed for actual hours of use. Equipment used intermittently all day for at least four hours can be claimed for hours of the personnel actually manning the equipment. Downtime equipment rates should not be claimed. FEMA hourly or mileage rates should not be claimed for equipment on loan from the State or Federal government. However, in lieu of hourly rates, actual operating costs such as fuel and necessary maintenance/repairs can be claimed for this equipment.

Materials: Fuel and routine maintenance costs should not be claimed for equipment use that is being reimbursed at the equipment rates. Any claimed fuel cost should include a notation that the fuel was not used in claimant-owned equipment for which equipment rate reimbursements are claimed. Fuel provided to others, or used for purposes other than in equipment for which equipment rates are claimed, may be eligible. Materials for claimant-owned equipment repair, for necessary repairs due to extra-ordinary damages during emergency operations may be separately eligible as per FEMA Policy Number 9525.8. Justifications should be provided, including the circumstances of the damages, with the Claimant's Material Summary that the repairs were necessary due to unavoidable damages, other than routine maintenance, for use of the equipment beyond its intended purpose or design capabilities. Physical or mechanical damages due to necessary off-road use of equipment designed for on-road use; and extra-ordinary damages caused during emergency operations in the disaster environment (fire, flood, debris, etc) that are unavoidable and to the extent not covered by insurance; could be examples of eligible repair costs. Repair of damages as a result of traffic accidents or mechanical failure while commuting to and from the disaster area assignments are not separately eligible as such costs are included in the equipment rate allowances and/or covered by insurance. Eligibility of equipment and supplies that are

purchased specifically in order to perform the mission is governed by FEMA Policy Directive 9525.12 which can be found on the www.fema.gov or www.floridapa.org websites. In general, those items of equipment and supplies that cost under \$5,000 are eligible to claim. Items of equipment worth more than \$5,000, and residual unused supplies in excess of \$5,000 after the disaster work is completed will require adjustment from eligible acquisition cost

Contract Services: The same justifications for contracted equipment repairs would be necessary as described above in the Materials guidance for repair parts. Contracted services for upgrading of equipment for immediate emergency response service in the disaster may also be eligible to be evaluated on a case-by-case basis. Other contract services that are necessary in the performance of the emergency work may also be eligible upon appropriate justification.

Travel: Lodging, meals, and other necessary travel costs that are reimbursed in employee expense claims or paid directly by the claimant are eligible for SMAA reimbursement. Assisting personnel may have lodging and meals directly provided by others in the Disaster Area. Employee Per Diem should not be claimed for reimbursements when others provided lodging and meals.

Advisory: All emergency response units of SMAA participating parties should obtain copies of the Statewide Mutual Aid Agreement from their governing bodies or their emergency management office and become familiar with its specific terms; in particular, its provisions concerning:

- 1) the applicability and invocation of SMAA;
- 2) the responsibilities of Requesting and Assisting Parties;
- 2) the rendition of assistance;
- 3) the procedures and costs eligible for reimbursement;
- 4) the requirements for documentation;
- 5) protests of SMAA billing and arbitration of disputes under the agreement; and,
- 6) insurance and other general requirements regarding liability, responsibilities, obligations, and availability of State funding under SMAA.

Claim Forms: The SMAA claim reimbursement procedure can be expedited if the above guidance is followed. The SMAA Claimant may use the available forms from the www.floridapa.org website or may utilize the FEMA Expense Summary forms on www.fema.gov/rr/pa website, or may utilize their own expense summary spreadsheets containing the requested information on the FEMA or State forms. It is not necessary to attach supporting documentation for the expense summaries such as time sheets, equipment logs, purchase orders, invoices, etc., except as requested. However, supporting documentation, upon which submitted expense summaries are based, should be kept on file by the SMAA Claimant for at least five years.

Submission In-State Mutual Aid Claims to the State: For the year 2005, the State is the requester for fire department and law enforcement mutual aid in response to State EOC mission assignments issued by ESF #4&9 and ESF #16, respectively. The Florida Department of Financial Services (DFS) will be the paying agent for such mutual aid claims from fire departments. The Florida Department of Law Enforcement (FDLE) will be the paying agent for such mutual aid claims from law enforcement agencies. SMAA claim submissions to the State, as the SMAA Requestor, should be forwarded to the following addresses (e-mail pdf file) until further notice:

For: **Law Enforcement MA Claims:** **Fire Department MA Claims:**
Department of Law Enforcement Department of Financial Services
Attn: Mutual Aid Recovery Attn: Mutual Aid Recovery
PO Box 1489 200 E. Gaines St
Tallahassee, FL 32302-1489 Tallahassee, FL 32399-0315

Or to: mutualaidstorms@fdle.state.fl.us esf49@fldfs.com

POC: Jim Madden at (850) 410-8383 Paula Crosby at (850) 413-2124
(Claim Status Inquiries) (Claim Status Inquiries)

Submission of In-State Mutual Aid Claims to Other Requestors: All other Mutual Aid claims should be submitted to the requesting party. Local requestors will be responsible for paying SMAA claims from law enforcement and fire agencies for missions that were directly requested without State EOC mission assignment. Local requestors are also responsible for also paying SMAA claims for assistance other than law enforcement and fire services. If a State Agency was the requestor for assistance, then the mutual aid claim should be submitted to that State Agency.

Submission of Out-of-State Evacuee Sheltering & EMAC Claims: The Department of Community Affairs (DCA) is the requestor for sheltering of out-of-state evacuees. The State EOC (through the lead State Agencies in the Emergency Support Functions) is also the Requester for emergency response assistance that is provided to other States under the interstate Emergency Management Assistance Compact (EMAC). Mutual aid claims for this assistance should be forwarded to:

Department of Community Affairs
Attn: Mutual Aid Recovery
2555 Shumard Oak Blvd
Tallahassee, FL 32399

Or to: charles.bartel@dca.state.fl.us Fax: (850) 487-2007

Claim Submission Deadlines: EMAC mutual aid claims for Hurricane Katrina are due by January 31, 2006. Extension requests, prior to deadline, must include justification and expected submittal date. Other SMAA deadlines are extended until further notice.

Hotline Assistance: The State Agency Public Assistance Coordinator (PAC), Charles Bartel, is available to answer Statewide Mutual Aid inquiries at (850) 414-7566; by fax (850) 487-2007; or by e-mail: Charles.Bartel@dca.state.fl.us.

**STATEWIDE MUTUAL AID AGREEMENT (SMAA)
ASSISTING PARTY CLAIM NARRATIVE FORM**

Assisting Party Organization: _____

Address/Zip Code: _____

Business Phone: _____ FAX #: _____

E-Mail (Optional): _____ Federal Employer ID# (EIN): _____

Contact Person (Print/Type): _____ Title: _____

Assisting Party Jurisdiction: _____
(City or District in which County, County(s), Statewide)

Dates of Emergency Response: _____

Federal Declaration (Check Applicable): ___ FSA ___ DR ___ EM Number: _____

Types of Assisting Party Employees: _____

SMAA Requesting Party: _____
(State/County/City/District/Other)

How Requested? ___ State EOC Mission #(s) _____
___ Local Dispatch _____
___ Other _____

Type of Emergency Work:

- ___ Debris Removal
- ___ Traffic Control
- ___ Evacuation Support
- ___ Security/Patrols
- ___ Emergency Response Calls
- ___ Search & Rescue
- ___ Firefighting/Firefighting Support
- ___ Emergency Shelters (Feeding and/or Lodging)
- ___ Animal Control/Sheltering
- ___ Other: _____

Location of Emergency Work (County): _____

Other Emergency Work Comment as necessary: _____

Total Amount of Claim: \$ _____ Signature/Date: _____

Note: Separate Claim must be made for Debris Removal. Attach Expense Summaries as applicable.

**FLORIDA EMERGENCY MANAGEMENT DIVISION
MUTUAL AID LABOR SUMMARY RECORD**

Page _____ of _____

MUTUAL AID CLAIMANT (ASSISTING PARTY)	FEDERAL ID# (EIN)	STATE EOC MISSION#	DECLARATION NUMBER
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LOCATION/SITE (CITY/COUNTY)	CATEGORY A (DEBRIS REMOVAL) _____ CATEGORY B (PROT MEASURES) _____	PERIOD COVERING From: _____ To: _____
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DESCRIPTION OF WORK PERFORMED

WORK UNIT:	DATES AND HOURS WORKED								TOTAL HOURS	HOURLY RATE	RT WAGES	OT WAGES
	DATE:	/	/	/	/	/	/	/				
NAME	RT HRS								\$	\$	\$	
STATUS/JOB TITLE	OT HRS								\$	\$		\$
NAME	RT HRS								\$	\$	\$	
STATUS/JOB TITLE	OT HRS								\$	\$		\$
NAME	RT HRS								\$	\$	\$	
STATUS/JOB TITLE	OT HRS								\$	\$		\$
NAME	RT HRS								\$	\$	\$	
STATUS/JOB TITLE	OT HRS								\$	\$		\$
NAME	RT HRS								\$	\$	\$	
STATUS/JOB TITLE	OT HRS								\$	\$		\$

TOTAL COSTS FOR FORCE ACCOUNT REGULAR TIME WAGES	\$
REGULAR TIME FRINGE BENEFITS @ _____ PERCENT	
TOTAL COSTS FOR FORCE ACCOUNT OVERTIME WAGES	
OVERTIME FRINGE BENEFITS @ _____ PERCENT	
TOTAL LABOR COSTS	\$

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM TIME RECORDS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE
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FLORIDA DIVISION OF EMERGENCY MANAGEMENT SMAA FRINGE BENEFITS CALCULATION WORKSHEET		Page ____ of ____
MUTUAL AID CLAIMANT		EIN#
EOC MISSION#		DECLARATION NUMBER
FRINGE BENEFITS (by %)	REGULAR TIME	OVERTIME
SOCIAL SECURITY (FICA/MICA)	7.65%	7.65%
RETIREMENT		
WORKERS COMPENSATION INSURANCE		
UNEMPLOYMENT INSURANCE		
HEALTH INSURANCE BENEFITS		N/A
LIFE INSURANCE BENEFITS		N/A
ANNUAL (VACATION) LEAVE		N/A
HOLIDAY LEAVE		N/A
AVERAGE USED SICK LEAVE		N/A
OTHER		N/A
TOTAL (% OF ANNUAL WAGE)		
<p>COMMENTS:</p> <p>TO EFFECTIVELY USE THIS FORM, GROUP EMPLOYEES BY STATUS/COMMON BENEFITS IN THE LABOR RECORDS (SALARIED; FULL-TIME, PERMANENT; SPECIAL RISK; PART-TIME, CONTRACT, AND/OR TEMPORARY HIRES). FOR EACH GROUPING, DETERMINE THE AVERAGE FRINGE BENEFITS FOR REGULAR TIME AND OVERTIME. THE OVERTIME BENEFITS ARE USUALLY LIMITED TO THE TYPES INDICATED ABOVE. THE AVERAGE ANNUAL PERCENTAGES FOR THE INSURANCES CAN BE DETERMINED BY TOTAL PREMIUM COSTS PER TOTAL ANNUAL REGULAR WAGES AS PER THE LAST AVAILABLE ANNUAL AUDIT OR BY THE CURRENT YEAR PROJECTED BUDGET. THE HOLIDAY PERCENTAGES CAN BE DETERMINED BY THE NUMBER OF HOLIDAYS GRANTED EACH YEAR OVER THE NUMBER OF WORK DAYS FOR THE YEAR. THE ANNUAL LEAVE CAN BE DETERMINED BY AN AVERAGE DAY/HOUR EARNINGS OVER THE TOTAL DAYS/HOURS OF EARNED PAY. THE SICK LEAVE PERCENTAGE SHOULD BE BASED ON THE LAST ANNUAL SICK LEAVE COST OVER THE TOTAL REGULAR WAGES PAID. OTHER ESTABLISHED METHODS PREVIOUSLY ADOPTED BY THE APPLICANT TO CONVERT THE BENEFIT COSTS TO A PERCENTAGE OF TOTAL PAID ANNUAL REGULAR WAGES IS ACCEPTABLE.</p>		
I CERTIFY THAT THE INFORMATION ABOVE WAS TRANSCRIBED FROM PAYROLL RECORDS OR OTHER DOCUMENTS WHICH ARE AVAILABLE FOR AUDIT.		
CERTIFIED BY:	TITLE	DATE

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
STATEWIDE MUTUAL AID EQUIPMENT SUMMARY RECORD**

Page _____ of _____

MUTUAL AID CLAIMANT (ASSISTING PARTY)	FEDERAL ID# (EIN)	STATE EOC MISSION#	DECLARATION NUMBER
LOCATION/SITE (CITY/COUNTY)	CATEGORY A (DEBRIS REMOVAL) _____ CATEGORY B (PROT MEASURES) _____		PERIOD COVERING From: _____ To: _____

8. DESCRIPTION OF WORK PERFORMED

TYPE OF EQUIPMENT		OPERATOR'S NAME	DATES AND HOURS OR MILES USED EACH DAY								COSTS		
INDICATE SIZE, CAPACITY, HORSEPOWER, MAKE AND MODEL AS APPROPRIATE	EQUIPMENT CODE NUMBER		DATE								TOTAL HOURS / MILES	EQUIPMENT RATE	TOTAL COST
			HOURS									\$	\$
			/MILES										
			HOURS									\$	\$
			/MILES										
			HOURS									\$	\$
			/MILES										
			HOURS									\$	\$
			/MILES										
			HOURS									\$	\$
			/MILES										
			HOURS									\$	\$
			/MILES										
GRAND TOTAL:												\$	

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

SIGNATURE	TITLE	DATE
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FLORIDA EMERGENCY MANAGEMENT DIVISION			Page	of
STATEWIDE MUTUAL AID CONTRACT SUMMARY				
MUTUAL AID CLAIMANT (ASSISTING PARTY)		FEDERAL ID# (EIN)	STATE EOC MISSION#	DECLARATION NUMBER
LOCATION/SITE (CITY/COUNTY)			CATEGORY A (DEBRIS REMOVAL) _____ CATEGORY B (PROT MEASURES)	PERIOD COVERING From: To:
DESCRIPTION OF WORK PERFORMED				
CONTRACTOR	DESCRIPTION OF CONTRACT WORK OR CONTRACT SERVICES/COMMENTS			AMOUNT
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
GRAND TOTAL:				\$
I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.				
CERTIFIED	TITLE			DATE

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
Reimbursement Guidelines for Emergency Management Assistance Compact (EMAC)
2005 Emergency Response

The Interstate Emergency Management Assistance Compact (EMAC) is an agreement between sister States established by legislation. Upon receipt of a request from a State for emergency assistance, the assisting State's Emergency Operations Center (EOC) issues mission assignments as needed to State/local Agencies for the assistance. EMAC provides that a State's deployment/mission-related costs for emergency assistance to another State may be compensated by the requesting State. Official requests for assistance through the State Emergency Operations Center (EOC) are required for the reimbursement of claims under EMAC. Local governmental units are assisting the State under the Statewide Mutual Aid Agreement when responding to the out-of-State mission assignments. Assistants that responded to direct requests, not through the State EOC, or that self-deployed must submit any claims for reimbursement to the requesting party or to the party that benefited from the services.

EMAC Mission Assignments: The State EOC shall document each requested EMAC mission assignments on an EMAC Req-A form that includes a description of the requested assistance with cost estimates provided. Each completed EMAC Req-A should be executed by both the requesting State and assisting State prior to the performance of the mission.

EMAC Reimbursement Package: The assisting State should submit a reimbursement package to the requesting State within 60 days after completion of all missions unless the assisting State requests a time extension. For the Katrina Event, the State of Florida will be submitting separate EMAC billings to the requesting States from each of the assisting State Agencies with an extended deadline. The reimbursement package shall include:

1. A cover letter summarizing the assistance provided under EMAC and officially requesting the reimbursement.
2. Copies of each executed Req-A form with State Mission Assignment#.
3. Corresponding EMAC R-1 Forms for each Req-A form with attached supporting documentation of costs.

State/Local Agency EMAC Claims: The assisting agencies that respond to EMAC Mission Assignments should submit actual costs in the same manner as specified in the posted guidance for the Statewide Mutual Aid Agreement on the www.floridapa.org website with the exception that all supporting documentation (i.e. time sheets, invoices, etc) shall be attached to the applicable expense summaries. It is preferred that the Statewide Mutual Aid Agreement (SMAA) forms (Excel) be used for the expense summaries. However, the FEMA/State PA Program forms, or expense summary spreadsheets that provide the same information as requested on the forms, may also be used.

Per Diem & Lodging Costs: In the event that lodging and meals were provided by others, and the assisting party was required to pay a per diem allowance to employees, a copy of the policy or contract requiring the payment must be provided with the claim.

Supplies/Materials: Only supplies directly related to the mission are eligible for reimbursement. Clothing allowances required by existing policy and replacement of damaged clothing will be allowed. Acquired supplies and Lost/damaged equipment during performance of

the mission may be claimed if report was made and approved by the appropriate unit leader, section chief, or other incident management supervisor.

Extenuating Circumstances for Extra Costs: Additional costs may have been incurred by the assisting party not anticipated in the original request and approvals as documented in the Req-A. Such costs shall have an explanation provided for which approval will be considered on a case-by-case basis. Such claims without explanation will not be considered. For those responses that were shifted or changed in assignment, a narrative explanation will be necessary also.

Ineligible Costs to claim under EMAC: The following costs are not eligible for reimbursement in EMAC Claims: 1) Administrative costs associated with missions; 2) Incidental costs that are not directly related to the out-of-state deployments, such as staff time to prepare for deployment or prepare requests for reimbursement; 3) Items such as snacks, other amenities not applied to meal costs, associated with travel.

Submission of EMAC Claims: The Department of Community Affairs (DCA) is the SMAA requestor for emergency response assistance to other States under EMAC. For the 2005 Katrina Event, EMAC claims are due by January 31, 2006. EMAC claims for this assistance should be forwarded to:

Department of Community Affairs
Attn: EMAC Recovery
2555 Shumard Oak Blvd
Tallahassee, FL 32399

Or to: charles_bartel@dca.state.fl.us
Or to: Fax: (850) 414-7566
Attn: Charles Bartel

Hotline Assistance: The State Agency Public Assistance Coordinator (PAC), Charles Bartel, is available to answer EMAC Mutual Aid inquiries at (850) 414-7566; by fax (850) 487-2007; or by e-mail: Charles.Bartel@dca.state.fl.us.

**STATEWIDE MUTUAL AID AGREEMENT (SMAA)
ASSISTING PARTY (RESPONDER) CLAIM NARRATIVE**

Assisting Organization:

Address: Street/PO:

City/State/Zip:

Contact Person:
Name Title

Federal ID# (EIN) Phone# Fax#

E-Mail Address:

Federal Declaration:
Event Name Declaration#

SMAA Requesting Party:
State/County/City/District/Other

How Requested: State EOC Mission Assignment:
State EOC Tracker#/Mission#

Direct Request:
By which Agency?

Dates of Mutual Aid Operations:
From Through

Type of Emergency Work: Debris Removal Traffic Control Evacuation Support Security/Patrols Emergency Response Calls Search/Rescue Firefighting/Firefighting Support EMT/Ambulance Emergency Shelters Animal Control/Sheltering Other (Specify)
Mark "X" as Appropriate

Location of Emergency Work:
County/City/Address as Applicable

Other Comment:

Total Amount of Claim:

Certified By
Title/Date

Notes: Attach Expense Summaries as Applicable.
Make separate claims for debris removal, different declarations.
Claimant may combine missions in same Declaration for same Requestor.
Also, Use this form for Out-of-State EMAC missions requested by the State EOC.

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
MUTUAL AID TOTAL COSTS SUMMARY**

Page:

Mutual Aid Claimant (Assisting Party)		Federal ID# (EIN)	State EOC Mission#	Declaration#
Location/Site of Assistance (City/County)		Description of Work: Emergency Protective Measures		
TYPE OF EXPENSE	TOTAL CLAIMED COSTS(\$)	FEMA/STATE INSPECTOR COMMENTS	ELIGIBLE COST	
MA LABOR (Earned Wages plus Associated Benefits)	_____			
MA EQUIPMENT (FEMA Equipment Rate Allowances for Use)	_____			
MATERIALS (Purchased and/or Stock/Inventory Expended Items)	_____			
CONTRACTS/RENTALS (Services or Rental Equipment)	_____			
TRAVEL (Employee Reimbursements and/or Employer Direct Paid Lodging/Meals)	_____			
TOTAL CLAIMED COSTS:	_____		TOTAL ELIGIBLE COSTS:	_____

COMMENTS:

Claimant should total all applicable Expense Summaries for entry above.
 Headings and Signature Blocks can be copied between Claim Summaries and Total Cost Summary
 Description of Work in Heading may be changed for specific entry.
 Use State EOC Tracker Message# unless a Specific Mission# has been assigned by the ESF.
 (Leave blank if unsure for later entry by reviewers.)
 Leave Comment and Eligible Cost Sections blank for Inspector/Reviewer entries.
 Only attach relevant Summaries for total cost entries above.
 Regular time and Overtime Labor Costs are eligible for Mutual Aid Emergency Work.
 Use FEMA Equipment Rates unless Claimant has established rates less than the FEMA Rates.
 The State may only pay for those mission assignments that were directly requested by State EOC ESFs.
 Use the SMAA Claim Forms for Out-of-State (EMAC) Mission Assignments.
 Out-of-State (EMAC) Claims are to be forwarded to the Florida Department of Community Affairs.
 Inquiries on Claim processes and procedures may be directed by e-mail to: charles.bartel@dca.state.fl.us.

CLAIMANT COMMENTS:

The above information was obtained from time records that are available for audit.

Certified	Title	Date
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**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
MUTUAL AID LABOR EXPENSE SUMMARY**

Page:

Mutual Aid Claimant (Assisting Party)	Federal ID# (EIN)	State EOC Mission#	Declaration#
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Location/Site (City/County)	Description of Work: Emergency Protective Measures
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Work Unit	Date:	Dates/Hours Worked (mm/dd)						Total Hours	Hr'ly Rate(\$)	RT Wages(\$)	OT Wages(\$)
Name/Job Title	RT Hrs						0.00		0.00		
	OT Hrs						0.00			0.00	
Name/Job Title	RT Hrs						0.00		0.00		
	OT Hrs						0.00			0.00	
Name/Job Title	RT Hrs						0.00		0.00		
	OT Hrs						0.00			0.00	
Name/Job Title	RT Hrs						0.00		0.00		
	OT Hrs						0.00			0.00	
Name/Job Title	RT Hrs						0.00		0.00		
	OT Hrs						0.00			0.00	
Name/Job Title	RT Hrs						0.00		0.00		
	OT Hrs						0.00			0.00	
Name/Job Title	RT Hrs						0.00		0.00		
	OT Hrs						0.00			0.00	
Name/Job Title	RT Hrs						0.00		0.00		
	OT Hrs						0.00			0.00	
Name/Job Title	RT Hrs						0.00		0.00		
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Name/Job Title	RT Hrs						0.00		0.00		
	OT Hrs						0.00			0.00	
Name/Job Title	RT Hrs						0.00		0.00		
	OT Hrs						0.00			0.00	
Name/Job Title	RT Hrs						0.00		0.00		
	OT Hrs						0.00			0.00	

Comments:	Total Costs for Mutual Aid Regular Time Wages: 0.00
	Regular Time Fringe Benefits % (Decimal Form): 0.00
	Total Costs for Mutual Aid Overtime Wages: 0.00
	Overtime Fringe Benefit % (Decimal Form): 0.00
	Total Labor Costs: 0.00

The above information was obtained from time records that are available for audit.

Certified	Title	Date
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**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
SMAA FRINGE BENEFITS DETERMINATION**

Page:

Mutual Aid Claimant (Assisting Party)	Federal ID# (EIN)	State EOC Mission#	Declaration#
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Location/Site (City/County)	Description of Work: Emergency Protective Measures
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FRINGE BENEFITS (by % Decimal)	REGULAR TIME	OVERTIME
Social Security	0.0765	0.0765
Retirement	_____	_____
Workers Compensation Insurance	_____	_____
Unemployment Insurance	_____	_____
Health Insurance Benefits	_____	N/A
Life Insurance Benefits	_____	N/A
Annual (Vacation) Leave	_____	N/A
Holiday Leave	_____	N/A
Average Used Sick Leave	_____	N/A
Other (Specify) _____	_____	N/A
TOTAL (% of Annual Leave)	0.0765	0.0765

COMMENTS:

To effectively use this form to determine fringe benefit rates, group employees by Status or common benefits in the Labor Summaries (Salaried, full-time, permanent, special risk, part-time, contract hires, and/or temporary hires. For each grouping, determine the average fringe benefit rate for both regular time pay and overtime pay. The overtime fringe benefits are usually limited to the types indicated applicable above. If the participating group of employees is substantially alike in benefits, with few exceptions, use the majority group determination for all employees.

To determine the average Health Insurance Benefit %, divide total annual premium costs by the total annual regular time wages for the group of employees as per the last available annual audit, or by the current projected budget.

The Holiday Leave % can be determined by the number of Holidays granted each year divided by the total number of normal work days per year.

The sick leave % should be based upon the last annual sick leave cost divided by the total regular time wages paid in the last audited year.

Other established methods previously adopted by the Claimant to convert benefit costs to a percentage of total paid annual wages may be acceptable.

Claimant Comments:

The above information was obtained from time records that are available for audit.

Certified	Title	Date
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**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
MUTUAL AID EQUIPMENT EXPENSE SUMMARY**

Page:

Mutual Aid Claimant (Assisting Party)	Federal ID# (EIN)	State EOC Mission#	Declaration#
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Location/Site (City/County)	Description of Work: Emergency Protective Measures
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Work Unit	Date:	Dates Worked (mm/dd)						Total Hrs/Miles	Equip Rate(\$)	Total Cost(\$)	FEMA Code
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
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Equipment Unit#/Description	Hours							0.00		0.00	
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Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Equipment Unit#/Description	Hours							0.00		0.00	
	Mileage							0.00		0.00	
Grand Total Equipment Costs:									\$0.00		

Note: Fuel and routine maintenance costs are included in the equipment rate allowance.
Repairs for extra-ordinary damages during emergency operations may be separately eligible as per FEMA Policy 9525.8.

The above information was obtained from equipment log records that are available for audit.

Certified	Title	Date
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Eligible Costs

Reference Topics

Generally, costs that can be directly tied to the performance of eligible work are eligible. Such costs must be:

- reasonable and necessary to accomplish the work;
- compliant with Federal, State, and local requirements for procurement; and
- reduced by all applicable credits, such as insurance proceeds and salvage values.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In other words, a reasonable cost is a cost that is both fair and equitable for the type of work being performed. For example:

If the going rental rate for a backhoe is \$25/hour, it would not be reasonable to charge \$75/hour for a backhoe.

Determining reasonableness is particularly important when Federal funds are involved. Considerations should be given to whether the cost is of a type generally recognized as ordinary and necessary for the subject facility and type of work and whether the individuals concerned acted with prudence in conducting work. In addition, normal procedures must not be altered because of the potential for reimbursement from Federal funds.

Reasonable costs can be established through:

- the use of historical documentation for similar work;
- average costs for similar work in the area;
- published unit costs from national cost estimating databases; and
- FEMA cost codes.

In performing work, applicants must adhere to all Federal, State, and local procurement requirements. Furthermore, an applicant may not receive funding from two sources to repair disaster damage. Such a duplication of benefits is prohibited by the Stafford Act. If an applicant can obtain assistance for a project from a source other than FEMA, including insurance proceeds, then FEMA cannot provide funds for that project. A State disaster assistance program is not considered a duplication of Federal funding. Donated grants from banks, private organizations, trust funds, and contingency funds must be evaluated individually to determine whether they constitute a duplication of benefits.

The eligible cost criteria referenced above apply to all direct costs, including labor, materials, equipment, and contracts awarded for the performance of eligible work.

FAQ

- Do all contracts have to be competitively bid?
- What costs are covered by the statutory administrative allowance?
- After the disaster, USDA established an emergency food stamp program. However, USDA only reimbursed 50% of the total operational cost. May we submit the other 50% to FEMA for reimbursement?

FEMA's Schedule of Equipment Rates

**FEDERAL EMERGENCY MANAGEMENT AGENCY
EMERGENCY PREPAREDNESS AND RESPONSE DIRECTORATE
RECOVERY DIVISION
PUBLIC ASSISTANCE BRANCH
WASHINGTON, D.C. 20472**

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incident to operation. Standby equipment costs are not eligible. Labor costs not included. See FEMA Regulation 44 CFR 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. These rates are applicable to Declared Declarations after August 27, 2005.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft	to 15	Articulated/Telescoping/Scissor.	hr/ly	\$5.70
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft	to 30	Articulated/Telescoping/Scissor.	hr/ly	\$11.80
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft	to 50	Articulated/Telescoping/Scissor.	hr/ly	\$21.40
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft	to 85	Articulated and Telescoping.	hr/ly	\$38.50
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft	to 130	Articulated and Telescoping.	hr/ly	\$60.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	25 Ft		Articulated and Telescoping.	hr/ly	\$5.40
8487	Aerial Lift, Truck Mntd	Max. Platform Height	50 Ft		Articulated and Telescoping.	hr/ly	\$9.00
8488	Aerial Lift, Truck Mntd	Max. Platform Height	75 Ft		Articulated and Telescoping.	hr/ly	\$19.10
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 Ft		Articulated and Telescoping.	hr/ly	\$36.00
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hr/ly	\$1.55
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hr/ly	\$4.75
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hr/ly	\$9.25
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hr/ly	\$17.20
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hr/ly	\$29.90
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hr/ly	\$40.50
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hr/ly	\$60.00
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hr/ly	\$82.00
8020	Air Curtain Burner			to 50	In ground burner.	hr/ly	\$6.60
8021	Air Curtain Burner			to 75	In ground burner.	hr/ly	\$7.60
8022	Air Curtain Burner			to 100	In ground burner.	hr/ly	\$8.75
8023	Air Curtain Burner			to 50	Above ground burner.	hr/ly	\$9.05
8024	Air Curtain Burner			to 75	Above ground burner.	hr/ly	\$11.60
8025	Air Curtain Burner			to 100	Above ground burner.	hr/ly	\$15.30
8040	Ambulance			to 150		hr/ly	\$21.50
8041	Ambulance			to 210		hr/ly	\$32.00
8060	Auger, Portable	Hole Diameter	16 In	to 6		hr/ly	\$1.40
8061	Auger, Portable	Hole Diameter	18 In	to 13		hr/ly	\$3.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom/mounting hdwr.	hr/ly	\$1.80
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Guardrail post driver.	hr/ly	\$30.00
8070	Automobile			to 130	Transporting people.	mile	\$0.45
8071	Automobile			to 130	Transporting cargo.	hr/ly	\$9.75
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.55
8073	Automobile, Police			to 250	Stationary with engine running.	hr/ly	\$14.35
8110	Barge, Deck	Size	120'x30'x7.25'			hr/ly	\$25.50
8111	Barge, Deck	Size	120'x45'x7'			hr/ly	\$39.50
8112	Barge, Deck	Size	140'x45'x7'			hr/ly	\$53.00
8113	Barge, Deck	Size	150'x45'x9'			hr/ly	\$62.00
8115	Barge, Hopper	Size	200'x35'x12'		Open	hr/ly	\$46.50
8116	Barge, Hopper	Size	200'x35'x12'		Closed	hr/ly	\$54.00
8050	Board, Arrow			to 8	Trailer Mounted.	hr/ly	\$3.10
8051	Board, Message			to 5	Trailer Mounted.	hr/ly	\$8.55
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hr/ly	\$160.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hr/ly	\$182.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hr/ly	\$226.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hr/ly	\$270.00
8130	Boat, Row				Heavy duty.	hr/ly	\$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Inboard.	hr/ly	\$14.45
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hr/ly	\$27.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hr/ly	\$204.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hr/ly	\$339.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hr/ly	\$480.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hr/ly	\$693.00
8140	Boat, Tug	Length	16 Ft	to 100		hr/ly	\$31.00
8141	Boat, Tug	Length	18 Ft	to 175		hr/ly	\$48.00
8142	Boat, Tug	Length	26 Ft	to 250		hr/ly	\$63.00
8143	Boat, Tug	Length	40 Ft	to 380		hr/ly	\$140.00
8144	Boat, Tug	Length	51 Ft	to 700		hr/ly	\$207.00
8419	Breaker, Pavement Hand-Held	Weight	25-90 Lbs			hr/ly	\$0.70
8420	Breaker, Pavement			to 70		hr/ly	\$29.50
8421	Breaker, Pavement			to 105		hr/ly	\$39.50
8422	Breaker, Pavement			to 137		hr/ly	\$52.00
8150	Broom, Pavement	Broom Length	72 In	to 20		hr/ly	\$9.35
8151	Broom, Pavement	Broom Length	84 In	to 45		hr/ly	\$13.95
8152	Broom, Pavement	Broom Length	96 In	to 100		hr/ly	\$18.80
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18		hr/ly	\$6.10
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20		hr/ly	\$7.60
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth.	hr/ly	\$4.10
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth.	hr/ly	\$7.25
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth.	hr/ly	\$12.00
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth.	hr/ly	\$16.40
8275	Bucket, Dragline	Capacity	2.0 CY			hr/ly	\$3.30
8276	Bucket, Dragline	Capacity	5.0 CY			hr/ly	\$6.95
8277	Bucket, Dragline	Capacity	10 CY			hr/ly	\$11.55
8278	Bucket, Dragline	Capacity	14 CY			hr/ly	\$13.50
8180	Bus			to 150		hr/ly	\$14.75
8181	Bus			to 210		hr/ly	\$22.30
8182	Bus			to 300		hr/ly	\$30.50
8190	Chain Saw	Bar Length	16 In			hr/ly	\$1.55
8191	Chain Saw	Bar Length	25 In			hr/ly	\$3.10
8192	Chain Saw, Pole	Bar Size	18 In			hr/ly	\$1.65
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hr/ly	\$12.80
8201	Chipper, Brush	Chipping Capacity	12 In	to 65	Trailer Mounted.	hr/ly	\$17.70
8202	Chipper, Brush	Chipping Capacity	18 In	to 100	Trailer Mounted.	hr/ly	\$23.00
8203	Chipper, Brush	Chipping Capacity	18 In	to 125	Trailer Mounted.	hr/ly	\$29.90
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hr/ly	\$42.50
8205	Chipper, Brush	Chipping Capacity	19 In	to 300	Trailer Mounted.	hr/ly	\$59.00
8206	Chipper, Brush	Chipping Capacity	19 In	to 450	Trailer Mounted.	hr/ly	\$86.00
8207	Chipper, Brush	Chipping Capacity	19 In	to 650	Trailer Mounted.	hr/ly	\$130.00
8210	Clamshell & Dragline			to 100	Bucket not included in rate.	hr/ly	\$71.00
8211	Clamshell & Dragline			to 155	Bucket not included in rate.	hr/ly	\$95.00
8212	Clamshell & Dragline			to 235	Bucket not included in rate.	hr/ly	\$131.00
8213	Clamshell & Dragline			to 350	Bucket not included in rate.	hr/ly	\$178.00
8214	Clamshell & Dragline			to 530	Bucket not included in rate.	hr/ly	\$250.00
8215	Clamshell & Dragline			to 800	Bucket not included in rate.	hr/ly	\$343.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hr/ly	\$18.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hr/ly	\$23.30
8220	Compactor			to 10		hr/ly	\$8.70
8221	Compactor			to 45		hr/ly	\$15.30
8222	Compactor			to 75		hr/ly	\$22.70
8223	Compactor			to 95		hr/ly	\$28.00
8224	Compactor			to 150		hr/ly	\$43.50
8225	Compactor			to 235		hr/ly	\$73.00
8226	Compactor			to 335		hr/ly	\$119.00
8227	Compactor			to 535		hr/ly	\$234.00
8228	Compactor, towed			to 15		hr/ly	\$15.00
8229	Compactor, towed			to 100		hr/ly	\$39.00
8230	Compactor, towed			to 100		hr/ly	\$65.00
8500	Crane	Max. Lift Capacity	8 MT	to 80		hr/ly	\$30.50
8501	Crane	Max. Lift Capacity	15 MT	to 150		hr/ly	\$44.00
8502	Crane	Max. Lift Capacity	27 MT	to 200		hr/ly	\$66.00
8503	Crane	Max. Lift Capacity	45 MT	to 300		hr/ly	\$98.00
8504	Crane	Max. Lift Capacity	70 MT	to 350		hr/ly	\$143.00
8505	Crane	Max. Lift Capacity	110 MT	to 450		hr/ly	\$208.00
8496	Crane, Truck Mntd	Max. Lift Capacity	17600 Lbs			hr/ly	\$22.50
8497	Crane, Truck Mntd	Max. Lift Capacity	33000 Lbs			hr/ly	\$34.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs			hr/ly	\$55.00
8499	Crane, Truck Mntd	Max. Lift Capacity	120000 Lbs			hr/ly	\$98.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hr/ly	\$76.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hr/ly	\$86.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hr/ly	\$96.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	55 Ft		Includes hydraulic pole alignment	hr/ly	\$32.50
8671	Derrick, Hydraulic Digger	Max. Boom Length	75 Ft		Includes hydraulic pole alignment	hr/ly	\$34.50
8672	Derrick, Hydraulic Digger	Max. Boom Length	95 Ft		Includes hydraulic pole alignment	hr/ly	\$36.50
8580	Distributor, Asphalt	Tank Capacity	500 Gal		Trk w/burners/tank/circulating spray	hr/ly	\$10.50
8582	Distributor, Asphalt	Tank Capacity	1000 Gal		Trk w/burners/tank/circulating spray	hr/ly	\$15.60
8583	Distributor, Asphalt	Tank Capacity	4000 Gal		Trk w/burners/tank/circulating spray	hr/ly	\$19.10
8250	Dozer, Crawler			to 65		hr/ly	\$31.00
8251	Dozer, Crawler			to 105		hr/ly	\$40.00
8252	Dozer, Crawler			to 160		hr/ly	\$55.00
8253	Dozer, Crawler			to 245		hr/ly	\$79.00
8254	Dozer, Crawler			to 375		hr/ly	\$124.00
8255	Dozer, Crawler			to 565		hr/ly	\$200.00
8256	Dozer, Crawler			to 850		hr/ly	\$344.00
8260	Dozer, Wheel			to 260		hr/ly	\$55.00
8261	Dozer, Wheel			to 335		hr/ly	\$68.00
8262	Dozer, Wheel			to 445		hr/ly	\$86.00
8263	Dozer, Wheel			to 615		hr/ly	\$126.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. w/bucket.	hr/ly	\$21.90
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. w/bucket.	hr/ly	\$37.50
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. w/bucket.	hr/ly	\$64.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. w/bucket.	hr/ly	\$104.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. w/bucket.	hr/ly	\$163.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. w/bucket.	hr/ly	\$254.00
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. w/bucket.	hr/ly	\$400.00
8240	Feeder, Grizzly			to 35		hr/ly	\$19.20
8241	Feeder, Grizzly			to 55		hr/ly	\$29.00
8242	Feeder, Grizzly			to 75		hr/ly	\$45.50
8300	Fork Lift	Capacity	6000 Lbs	to 60		hr/ly	\$9.90
8301	Fork Lift	Capacity	12000 Lbs	to 90		hr/ly	\$14.45
8302	Fork Lift	Capacity	18000 Lbs	to 140		hr/ly	\$23.90
8303	Fork Lift	Capacity	50000 Lbs	to 215		hr/ly	\$42.50
8311	Generator	Prime Output	5.5 KW	to 25		hr/ly	\$3.60
8312	Generator	Prime Output	16 KW	to 25		hr/ly	\$8.45
8313	Generator	Prime Output	43 KW	to 65		hr/ly	\$18.10
8314	Generator	Prime Output	85 KW	to 125		hr/ly	\$28.50
8315	Generator	Prime Output	140 KW	to 200		hr/ly	\$40.50
8316	Generator	Prime Output	210 KW	to 300		hr/ly	\$59.00
8317	Generator	Prime Output	280 KW	to 400		hr/ly	\$76.00
8317	Generator	Prime Output	350 KW	to 500		hr/ly	\$94.00
8318	Generator	Prime Output	530 KW	to 750		hr/ly	\$137.00
8319	Generator	Prime Output	710 KW	to 1000		hr/ly	\$179.00
8320	Generator	Prime Output	1100 KW	to 1500		hr/ly	\$274.00
8321	Generator	Prime Output	1500 KW	to 2000		hr/ly	\$369.00
8322	Generator	Prime Output	1900 KW	to 2500		hr/ly	\$457.00
8323	Generator	Prime Output	2400 KW	to 3000		hr/ly	\$547.00
8755	Golf Cart	Capacity	2 person			hr/ly	\$2.55
8330	Graders	Moldboard Size	8 Ft	to 50	Includes Rigid/Articulate equipment.	hr/ly	\$23.90
8331	Graders	Moldboard Size	10 Ft	to 100	Includes Rigid/Articulate equipment.	hr/ly	\$32.00
8332	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid/Articulate equipment.	hr/ly	\$43.00
8333	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid/Articulate equipment.	hr/ly	



FEMA

Statement

March 10, 2005
No.: 05-053
Contact: FEMA Public Affairs
(202) 646-4600

Open Letter to U.S. Fire Chiefs

Recently, there has been some misinformation in the press regarding FEMA's Public Assistance Policy 9523.6, aimed at specifying criteria by which FEMA recognizes the eligibility of costs under the Public Assistance Program incurred through mutual aid agreements between applicants and other entities.

The design of the modified mutual aid policy enabled FEMA to increase its support for mutual aid compacts and those emergency personnel who respond under these agreements. As many of you will recall, the old FEMA policy did not allow for any reimbursement when a mutual aid agreement was not already in place at the time of the disaster or fire. Recognizing the burden this placed on those communities that may not have had a written agreement, but choose to answer the call for help regardless, FEMA chose to stand behind our nation's first responders with the support that they deserve.

To alleviate the burden, on September 22, 2004, FEMA changed the policy to allow for the reimbursement of the eligible costs of mutual aid where no pre-disaster, written mutual aid agreement exists. To further aid our nation's first responders, the policy was made retroactive to August 11, 2004 to ensure that communities would be covered for immediate needs of the hurricane season in affected states

While the new policy made needed changes to support responses under mutual aid agreements, it left one important item unchanged. FEMA always has and continues to recognize overtime, including overtime incurred as the result of backfilling a position vacated by a first responder answering a mutual aid call.

In the policy, FEMA recognizes "backfill costs" as the "regular pay" of workers performing duties for a regular salary whether or not a disaster occurred. When a community incurs "backfill overtime costs" in order to meet the needs of assisting other communities during times of disasters, those costs are eligible, and have been since 1993.

On behalf of FEMA, I know we are all proud to work with you in continuing our tradition of responding to help disaster victims and those in need whenever disasters or emergencies strike. Thank you for your ongoing role in bettering our disaster preparation and response.

Sincerely,
R. David Paulison
Administrator, U.S. Fire Administration



FEMA

MAR 15 2005

MEMORANDUM FOR: Regional Directors, Regions I-X
Federal Coordinating Officers

FROM: Daniel A. Craig
Director
Recovery Division

A handwritten signature in black ink, appearing to read "D. Craig", written over the printed name "Daniel A. Craig".

SUBJECT: Mutual Aid Policy
Recovery Policy No. 9523.6

Because of the recent confusion and misinterpretation concerning the subject policy and the question of whether wages of personnel filling in for personnel deployed for the hurricane response are eligible, we have issued the following clarification:

Backfill cost in paragraph 7.D. (5) of Recovery Policy No. 9523.6, *Mutual Aid Agreements for Public Assistance and Fire Management Assistance*, dated September 22, 2004, is defined as the straight time salary and benefits of replacement personnel who perform the regular duties of other personnel who are deployed under a mutual aid agreement to perform eligible work under the Public Assistance Program. The overtime salary of the replacement personnel is considered a cost of deploying personnel who perform eligible work and is eligible for reimbursement under this policy.

Since the regular time salary of the deployed personnel is an eligible cost per the Mutual Aid policy, to prevent duplication the regular time salary of the backfill person is not an eligible cost. However, the increased portion of overtime cost incurred by the sending entity for backfill employees is eligible. For example, if a backfill employee works 8 hours and is paid 1 ½ times his regular salary for the entire 8 hours, only the extra ½ of his regular salary would be eligible since the straight time is already in the applicant's budget.

In essence, this clarification makes the written policy for mutual-aid situations the same as the policy issued for public assistance on November 19, 1993, by memorandum. If you have questions on this, please call James Walke at (202) 646-2751 or Chuck Stuart at (202) 646-3691.



FEMA

SEP 22 2004

1. **Date Published:**
2. **Recovery Division Policy:** 9523.6
3. **Title:** Mutual Aid Agreements for Public Assistance and Fire Management Assistance
4. **Purpose:** This policy specifies criteria by which the Federal Emergency Management Agency (FEMA) will recognize the eligibility of costs under the Public Assistance Program and the Fire Management Assistance Program incurred through mutual aid agreements between applicants and other entities.
5. **Scope and Audience:** This policy is applicable to all major disasters, emergencies, and fire management assistance declarations declared on or after August 11, 2004. This policy is intended for personnel involved in the administration of the Public Assistance Program and the Fire Management Assistance Program. This policy applies to emergency work authorized under Sections 403, 407, and 502, and work under Section 420 *Fire Management Assistance* of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5206 (the Stafford Act).
6. **Background:** Many State and local governments and private nonprofit organizations¹ enter into mutual aid agreements to provide emergency assistance to each other in the event of disasters or other crises. These agreements often are written, but occasionally are arranged verbally after a disaster or emergency occurs. This policy addresses both written and verbal mutual aid agreements and the eligibility of costs under the Emergency Management Assistance Compact (EMAC).

The National Incident Management System (NIMS) maintains that states should participate in these agreements and should look to establish intrastate agreements that encompass all local jurisdictions. The NIMS Integration Center (NIC) will be responsible for developing a national system of standards and guidelines as described in the NIMS as well as the preparation of guidance to assist agencies in implementing the system. This policy supports the NIMS by establishing standard criteria for determining the eligibility of costs incurred through mutual aid agreements.

¹ Private nonprofit organizations are not eligible under the Fire Management Assistance Program
Mutual Aid Agreements for Public Assistance and Fire Management Assistance
Recovery Division Policy #9623.6

7. Policy:

Terms Used in this Policy

- *Declared Disaster.* An emergency or major disaster as defined at 44 CFR § 206.2 (a)(9) and (17), respectively.
- *Declared Fire.* An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster for which the Recovery Division Director has approved a declaration in accordance with the criteria listed in 44 CFR § 204.21.
- *Incident Commander.* The ranking official responsible for overseeing the management of fire operations, planning, logistics, and finances of the field response.
- *Providing Entity.* The entity providing mutual aid assistance to a Requesting Entity pursuant to a local or statewide mutual aid agreement.
- *Requesting Entity.* An entity that requests mutual aid assistance from a Providing Entity for emergency work resulting from a declared fire, emergency or major disaster within its legal jurisdiction. The requesting entity is eligible to receive FEMA assistance.

A. General.

- (1) To be eligible for reimbursement by FEMA, the mutual aid assistance must have been requested by a Requesting Entity or Incident Commander; be directly related to a Presidentially-declared emergency or major disaster, or a declared fire; used in the performance of eligible work; and the costs must be reasonable.
- (2) FEMA will **not** reimburse costs incurred by entities that “self-deploy” (deploy without a request for mutual aid assistance by a Requesting Entity) except to the extent those resources are subsequently used in the performance of eligible work at the request of the Requesting Entity or Incident Commander.
- (3) This policy is applicable to all forms of mutual aid assistance, including agreements between Requesting and Providing Entities, statewide mutual aid agreements, and the mutual aid services provided under the Emergency Management Assistance Compact (EMAC).

B. Pre-Event Written Mutual Aid Agreements.

FEMA recognizes mutual aid agreements between Requesting and Providing Entities, and statewide mutual aid agreements wherein the State is responsible for administering the claims for reimbursement of Providing Entities. In addition, FEMA recognizes the standard EMAC agreement as a valid form of mutual aid agreement between member states.

- (1) FEMA encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.

- (a) When a pre-event written agreement exists between a Requesting Entity and a Providing Entity, the Providing Entity may be reimbursed through the Requesting Entity. In these circumstances, the Requesting Entity must claim the eligible costs of the Providing Entity, pursuant to the terms and conditions of the mutual aid agreement and the requirements of this policy, on its subgrant application, and agree to disburse the Federal share of funds to the Providing Entity.
 - (b) When a statewide pre-event mutual aid agreement exists that designates the State responsible for administering the reimbursement of mutual aid costs, a Providing Entity may apply, with the prior consent of the Requesting Entity, for reimbursement directly to the Grantee, in accordance with applicable State law and procedure. In such cases the Providing Entity must obtain from the Requesting Entity the certification required in section G(4) of this policy and provide it to the State as part of its reimbursement request.
- (2) FEMA encourages parties to address the subject of reimbursement in their mutual aid agreements. FEMA will honor the reimbursement provisions in a pre-event agreement to the extent they meet the requirements of this policy.
 - (3) When a pre-event agreement is silent on reimbursement, FEMA will not provide reimbursement for the first eight (8) hours of assistance performed at the incident site, but will provide reimbursement of eligible costs thereafter pursuant to this policy.
 - (4) When a pre-event agreement provides for reimbursement, but also provides for an initial period of unpaid assistance, FEMA will pay the eligible costs of assistance after such initial unpaid period (the minimum unpaid period must be eight (8) hours) and thereafter pursuant to this policy.

C. Post-Event Mutual Aid Agreements.

- (1) When the parties do not have a pre-event written mutual aid agreement, the Requesting and Providing Entities may verbally agree on the type and extent of mutual aid resources to be provided in the current event, and on the terms, conditions, and costs of such assistance. Post-event verbal agreements must be documented in writing and executed by an official of each entity with authority to request and provide assistance, and provided to FEMA as a condition of receiving reimbursement.
- (2) When the parties have a post-event mutual aid agreement, FEMA will not provide reimbursement for the first eight (8) hours of assistance performed at the incident site, but will provide reimbursement of eligible costs thereafter pursuant to the provisions of this policy.

D. Force Account Labor Costs.

- (1) The straight- or regular-time wages or salaries of a Requesting Entity's permanently employed personnel performing or supervising emergency work are **not** eligible costs, pursuant to 44 CFR § 206.228(a)(4), § 204.42(c) and § 204.43(c), even when such personnel are reassigned or relocated from their usual work location to provide

assistance during an emergency. Overtime costs for such personnel are eligible and may be submitted as part of a subgrant application.

- (2) The labor force of a Providing Entity will be treated as contract labor, with regular time and overtime wages and certain benefits eligible, provided labor rates are reasonable. The labor force of the Providing Entity will **not** be treated as contract labor if the labor force is employed by the same local or State government as the Requesting Entity.
- (3) In circumstances where a Providing Entity is also an eligible applicant in its own right, the determination of eligible and ineligible costs will depend on the capacity in which the entity is incurring costs. As stated in paragraphs D(1) and (2), an applicant's straight-time wages are not eligible costs when the applicant is using its permanently employed personnel for emergency work in its own jurisdiction.
- (4) Requesting and Providing Entities may not mutually deploy their labor forces to assist each other in such a way as to circumvent the limitations of paragraph D(1) or (2) of this policy.
- (5) Backfill costs incurred by either Requesting or Providing Entities are not eligible for reimbursement.

E. Eligible Work

There are two types of mutual aid work eligible for FEMA assistance: Emergency Work and Grant Management Work. Both are subject to the eligibility requirements of the respective Public Assistance and Fire Management Assistance Grant (FMAG) programs:

- (1) **Emergency Work.** Mutual aid work provided in the performance of emergency work necessary to meet immediate threats to life, public safety, and improved property, including firefighting activities under the FMAG program, is eligible.

(a) Examples of eligible emergency work include-

- (i) Search and rescue, sandbagging, emergency medical care, debris removal;
- (ii) Reasonable supervision and administration in the receiving State that is directly related to eligible emergency work;
- (iii) The cost of transporting equipment and personnel by the Providing Entity to the incident site, subject to the requirements of paragraphs A(1) and (2) of this policy;
- (iv) Costs incurred in the operation of the Incident Command System, such as operations, planning, logistics and administration, provided such costs are directly related to the performance of eligible work on the disaster or fire to which such resources are assigned;
- (v) Emergency Operations Center or Disaster Field Office assistance in the receiving State to support emergency assistance;
- (vi) Assistance at the National Emergency Operations Center and Regional Emergency Operations Center, if requested by FEMA (labor, per diem and transportation);

- (vii) Dispatch operations in the receiving State;
- (viii) Donations warehousing and management (eligible only on the approval of the Recovery Division Director);
- (ix) Firefighting activities under section 420 of the Stafford Act and 44 CFR § 204; and,
- (x) Dissemination of public information authorized under Section 403 of the Act.

(b) Examples of mutual aid work that are **not** eligible, include-

- (i) Permanent recovery work;
- (ii) Training, exercises, on-the-job training;
- (iii) Backfill costs;
- (iv) Long-term recovery and mitigation consultation;
- (v) Costs outside the receiving State that are associated with the operations of the EMAC system (except for FEMA facilities noted in paragraph E(1)(a)(v) and (vi) above);
- (vi) Costs for staff performing work that is not eligible under the Public Assistance Program or the Fire Management Assistance Grant Program;
- (vii) Costs of preparing to deploy or "standing-by" [except to the extent allowed in the Fire Management Assistance Grant Program pursuant to 44 CFR § 204.42(e)];
- (viii) Dispatch operations outside the receiving State;
- (ix) Tracking of EMAC resources; and
- (x) Situation reporting.

(2) Grant Management Work. Work associated with the performance of the Grantee's responsibilities as the grant administrator, as outlined in 44 CFR § 206.202(b). Use of EMAC-provided assistance to perform these tasks is eligible mutual aid work.

F. Eligible Applicants

- (1) Only Requesting Entities are eligible applicants for FEMA assistance. With the exception of F(2), below, a Providing Entity must submit its claim for reimbursement to a Requesting Entity.
- (2) States may be eligible applicants when statewide mutual aid agreements or compacts authorize the State to administer the costs of mutual aid assistance on behalf of local jurisdictions.

G. Reimbursement of Mutual Aid Costs.

- (1) To be eligible for FEMA assistance, the reimbursement provisions of a mutual aid agreement must apply uniformly to both Federal awards and other activities of the governmental unit, and not be contingent on a declaration of an emergency, major disaster, or fire by the Federal government.

- (2) Requesting and Providing Entities must keep detailed records of the services requested and received, and provide those records as part of the supporting documentation for a reimbursement request.
- (3) A request for reimbursement of mutual aid costs must include a copy of the mutual aid agreement – whether pre- or post-event – between the Requesting and Providing Entities.
- (4) A request for reimbursement of mutual aid costs must include a written and signed certification by the Requesting Entity certifying
 - (a) The types and extent of mutual aid assistance requested and received in the performance of eligible emergency work; and
 - (b) The labor and equipment rates used to determine the mutual aid cost reimbursement request.
- (5) FEMA will not reimburse the value of volunteer labor or the value of paid labor that is provided at no cost to the applicant. However,
 - (a) To the extent the Providing Entity is staffed with volunteer labor, the value of the volunteer labor may be credited to the non-Federal cost share of the Requesting Entity's emergency work in accordance with the provisions of *Recovery Division Policy #9525.2*.
 - (b) If a mutual aid agreement provides for an initial period of unpaid assistance or provides for assistance at no cost to the Requesting Entity, the value of the assistance provided at no cost to the Requesting Entity may be credited to the non-Federal cost share of the Requesting Entity's emergency work under the provisions of *Recovery Division Policy #9525.2*.
- (6) Reimbursement for work beyond emergency assistance, such as permanent repairs, is not eligible for mutual aid assistance.
- (7) For Public Assistance only, reimbursement for equipment provided to a Requesting Entity will be based on FEMA equipment rates, approved State rates or, in the absence of such standard rates, on rates deemed reasonable by FEMA.
- (8) For Public Assistance only, reimbursement for damage to equipment used in emergency operations will be based on *Recovery Division Policy #9525.8*.
- (9) For Public Assistance only, reimbursement for equipment purchased by a subgrantee to support emergency operations will be based on *Recovery Division Policy #9525.12*.