



Federal Emergency Management Agency

Washington, D.C. 20472

1. **Date Published:** August 17, 1999
2. **Response and Recovery Directorate Policy Number:** 9523.6
3. **Title:** Mutual Aid Agreements for Public 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 incurred through mutual aid agreements between applicants and other entities.
5. **Scope and Audience:** This policy is applicable to all major disasters and emergencies declared on or after the publication date of this policy. This policy is intended for personnel involved in the administration of the Public Assistance Program. This policy applies to emergency work authorized under Sections 403, 407, and 502 of the Stafford Act.
6. **Background:** Many State and local governments and Private Nonprofit organizations formulate mutual aid agreements to provide emergency assistance to each other in the event of disasters or other crises. The conditions of the agreements may be to provide reciprocal services or to receive direct payment through specific labor and equipment rates outlined in the agreements. These agreements usually are written but, occasionally, are by understanding or are arranged after a disaster occurs. This policy addresses both written and unwritten mutual aid agreements.
7. **Policy:**
 - A. Written Mutual Aid Agreements. FEMA will reimburse mutual aid agreement costs associated with emergency assistance provided all of the following conditions are met:
 1. The assistance requested by the applicant is directly related to the disaster and is eligible for FEMA assistance.
 2. The mutual aid agreement is in written form and signed by authorized officials of the agreeing parties prior to the disaster.
 3. The mutual aid agreement applies uniformly in emergency situations. The agreement must not be contingent upon a declaration of a major disaster or emergency by the Federal government or on receiving Federal funds.
 4. The providing entity may not request or receive grant funds directly. Only the eligible applicant receiving the aid may request grant assistance.
 5. Upon request, the applicant must be able to provide FEMA with documentation that the services were requested.

6. Upon request, the applicant must be able to provide FEMA with documentation of services received and costs incurred.

B. Reimbursement Under Provisions of Written Mutual Aid Agreements.

1. The agreement is treated as a contract, therefore, the labor and equipment rates outlined in the agreement are acceptable provided they are reasonable in terms and costs.
2. The labor force of the providing entity is considered contract labor. Therefore, straight time for the force account labor of the providing entity is an eligible expense. Straight time for the force account labor of the receiving entity is not an eligible expense and remains limited by 44 CFR 206.228(a)(4).
3. If the providing entity is staffed with volunteer labor, the value of the volunteer labor may be credited to the non-Federal cost share in accordance with the provisions of the Donated Resources policy (#9525.2).
4. If the agreement provides for an initial period of unpaid assistance before the receiving entity reimburses the providing entity, assistance during that period may be credited to the non-Federal cost share under the provisions of the Donated Resources policy (#9525.2).
5. If the agreement states that there is no cost to the applicant receiving the emergency assistance, assistance may be credited to the non-Federal cost share under the provisions of the Donated Resources policy (#9525.2).

C. Reimbursement Without an Existing Written Mutual Aid Agreement. There are no provisions for reimbursement for mutual aid when there is no formal written agreement.

D. Permanent Work. Long term use of these agreements is not expected. Temporary modification of the terms in the agreement to increase rate costs for work beyond emergency assistance, such as permanent repairs, will not be recognized by FEMA. Applicants must advertise and award competitive bid contracts for permanent repairs.

E. Additional Requirements and Exceptions.

1. FEMA recognizes only mutual aid agreements that are between governments or PNPs in separate areas. FEMA does not recognize "mutual aid agreements" between agencies, departments or entities of the same town, county or State government. For example: A Public Works Department cannot arrange to be reimbursed for force account regular time in an emergency by developing a "mutual aid agreement" with the Water Department.

2. When there is a jurisdictional overlap, such as a county and city, with a long standing practice that each entity helps the other without reimbursement, limitations on eligibility of force account labor under 44 CFR 206.228(a)(4) applies to both entities. Normal procedures prevail.
3. There may be times when a providing entity is also an eligible applicant in its own right. When this occurs, there may be differences in eligible costs in the two capacities. For example, provisions governing mutual aid agreements are different from the Public Assistance Program reimbursement provisions for eligible applicants using their own resources to meet emergencies in their own jurisdictions. Appropriate records would be needed to support any claims made.
4. Participants in mutual aid agreements may not mutually redirect their forces to assist other political entities in such a way as to circumvent the limitations of 44 CFR 206.228 (a)(4).

8. Supersession: This policy updates and replaces previous public assistance policy documents on this subject.

9. Authorities: The Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288 as amended and the implementing regulations of 44 CFR 206.

10. Originating Office: Infrastructure Division, Response and Recovery Directorate

11. Review Date: Two years from date of publication

12. Signature:



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13. Distribution: Regional Directors, Regional and Headquarters R&R Division Directors