

1/28/2015

23-O-15

AN ORDINANCE

Authorizing Addendum to Mutual Aid Box Alarm System Agreement

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 22011 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act; and,

WHEREAS, the Mayor and the Council of the City of Evanston have determined that it is in the best interests of this unit of local government and its residents to enter into an Addendum to the Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue,

emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: That the Mayor and the Clerk be and are hereby authorized and directed to execute an Addendum to the Mutual Aid Box Alarm System Agreement, a copy of said Addendum being attached hereto as Exhibit A and being made a part hereof.

SECTION 2: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this Ordinance 23-O-15 or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance 23-O-15 that can be given effect without the invalid application or provision, and each invalid application of this Ordinance 23-O-15 is severable.

SECTION 5: This Ordinance 23-O-15 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: February 9, 2015

Adopted: February 23, 2015

Approved:

February 27, 2015

Elizabeth B Tisdahl
Elizabeth B. Tisdahl, Mayor

Attest:

Rodney Greene
Rodney Greene, City Clerk

Approved as to form:

W. Grant Farrar
W. Grant Farrar, Corporation Counsel

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Clerk of the City of Evanston, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

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Authorizing Addendum to Mutual Aid Box Alarm System Agreement

which Ordinance was duly adopted by said Council at a meeting held on the _____ day of _____, 20____.

I do further certify that a quorum of said Council was present at said meeting, and that the Council complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Clerk

EXHIBIT A

Addendum to the Mutual Aid Box Alarm System Agreement

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MUTUAL AID BOX ALARM SYSTEM FIRST ADDENDUM TO MABAS MASTER AGREEMENT

This First Addendum to the Mutual Aid Box Alarm System ("MABAS") Master Agreement in the State of Illinois, last amended prior to 2000, is meant to incorporate in its entirety the terms included within the Master Agreement except as specifically changed herein. In the event there is a conflict between the terms and conditions of the Master Agreement and this Addendum, this Addendum shall be controlling.

As the cost of lending mutual aid support has increased in recent times, communities have determined it necessary to agree in advance on cost reimbursement issues prior to the occurrence of an actual emergency. Mutual aid agreements such as the MABAS Master Agreement have served as the foundation for navigating cost issues and engaging in these agreements prior to the emergency avoid post-emergency concerns on cost reimbursement.

SECTION FIVE – Compensation for Aid is amended to read as follows:

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.

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3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA / OSFM rate schedules, a market rate for reimbursement shall be established.
4. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.
5. Aiding Units must invoice the Stricken Unit within thirty (30) days after the completion of the emergency; Once thirty (30) days pass, the aid shall be considered to be a donation of service.
6. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

The Signatory below certifies that this First Addendum to the MABAS Master Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entity / Agency

President / Mayor

ATTEST:

Date

Clerk / Secretary

MABAS DIVISION: _____



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- I. **TITLE:** Mutual Aid Agreements for Public Assistance and Fire Management Assistance
- II. **DATE OF ISSUANCE:** November 10, 2012
- III. **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 Grant (FMAG) Program incurred through mutual aid agreements between applicants and other entities.
- IV. **SCOPE AND EXTERNAL AUDIENCE:** This policy applies to all emergencies and major disasters declared on or after October 27, 2012. It will continue in effect until three years after its date of issuance. If rescinded or superseded, this policy will continue to apply to all emergencies and major disasters declared between the date in Paragraph II and the date it is rescinded or superseded. The policy is intended for all personnel involved in the administration of the Public Assistance Program.
- V. **AUTHORITY:** This policy applies to emergency and permanent work authorized under Sections 403, 406, 407, 420, and 502, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5121-5206, and the implementing regulations of Title 44 Code of Federal Regulations (44 CFR) §204 and §206.
- VI. **OBJECTIVES:**
 - A. The objective of this policy is to reimburse eligible applicants for work performed by other entities through mutual aid agreements. Eligible expenses must be directly related to a Presidentially-declared major disaster, emergency or fire; incurred in the performance of eligible work; and reasonable. Reimbursement will be at the Federal cost share rate established in the Presidential declaration, which is generally 75 percent.
 - B. There are three types of mutual aid work eligible for FEMA assistance (subject to the eligibility requirements of the respective PA and 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;



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2. **Permanent Work** - Work that is of a permanent nature but is necessary for the emergency restoration of utilities (Category F). For example, work performed to restore electrical and other power.
3. **Grant Management Work** - For PA only, 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.

C. 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 EMAC. (See Paragraph VIII below for definition of italicized terms).

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

VII. DEFINITIONS:

1. **Backfill**. Replacement personnel who perform the regular duties of other personnel while they are performing eligible work under the PA or FMAG programs.
2. **Declared Emergency or Major Disaster**. An emergency or major disaster as defined at 44 CFR §206.2 (a)(9) and (17) respectively.
3. **Declared Fire**. An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster for which the Regional Administrator has approved a declaration in accordance with the criteria listed in 44 CFR § 204.21.
4. **Emergency Management Assistance Compact (EMAC)**. This type of interstate mutual aid agreement allows states to assist one another in responding to all kinds of natural and man-made disasters. It is administered by the National Emergency Management Association (NEMA).
5. **Incident Commander**. The ranking official responsible for overseeing the management of emergency or fire operations, planning, logistics, and finances of the field response.
6. **Providing Entity**. The entity providing mutual aid assistance to a Requesting Entity pursuant to a local or statewide mutual aid agreement.

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7. *Requesting Entity.* An entity (PA eligible applicant) that requests mutual aid assistance from a Providing Entity for work resulting from a declared fire, emergency or major disaster within its legal jurisdiction. The requesting entity is eligible to receive FEMA assistance for the eligible mutual aid activities from the providing entities.
8. *Intra-state Mutual Aid.* Mutual Aid that supports local and regional mutual aid efforts within a State as well as regional mutual aid agreements and compacts involving local jurisdictions that cross State boundaries, or are adjacent to neighboring State (i.e., Kansas City, Kansas/Kansas City, Missouri, etc.).
9. *Inter-state Mutual Aid.* Mutual Aid that supports national mutual aid efforts requested directly between two or more States or territories through established Multi-agency Coordination Systems as directed by approved mutual aid agreements or compacts (i.e., EMAC), etc.

VIII. POLICY:

A. General.

1. To be eligible for reimbursement by FEMA, the mutual aid assistance should be 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. The reimbursement provisions of a mutual aid agreement must not be contingent on a declaration of an emergency, major disaster, or fire by the Federal government.
4. 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 EMAC.

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5. Reimbursement will be at the Federal cost share rate established in the Presidential declaration, which is generally 75 percent.

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 should 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 should obtain from the Requesting Entity the certification required in section E.3. 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 written mutual aid agreements. FEMA will honor the reimbursement provisions in a pre-event agreement to the extent they meet the requirements of this policy.
 - a. 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.
 - b. When a pre-event agreement specifies that no reimbursement will be provided for mutual aid assistance, FEMA will not pay for the costs of assistance.

C. Post-Event Mutual Aid Agreements.

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1. When the parties do not have a pre-event written mutual aid agreement, or where a written pre-event agreement is silent on reimbursement, 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.
2. Post-event verbal agreements must subsequently 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. The agreement should be consistent with past practices for mutual aid between the parties. A written post-event agreement should be submitted within 30 days of the Requesting Entity's Applicant's Briefing to the Regional Administrator for review and approval.

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, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii) Allowable costs, Force Account Labor Costs 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 costs for contract labor or temporary hires performing eligible work are eligible for reimbursement. However, straight- or regular time salaries and benefits of force account labor overseeing contractors performing emergency work are not eligible in calculating the cost of eligible emergency work, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii) Allowable costs, Force Account Labor Costs. The force account labor of a Providing Entity will be treated as contract labor, with regular- time and overtime wages and benefits eligible for reimbursement, provided labor rates are reasonable. When the Requesting Entity is the State or local government, the force account labor costs of the Providing Entity will not be treated as contract labor if the force account labor is employed by a governmental subdivision (such as an agency) within that 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 D.2., an



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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, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii)

Allowable costs, Force Account Labor Costs.

4. Requesting and Providing Entities may not mutually deploy their labor forces to assist each other so as to circumvent the limitations of paragraph D.1 or D.2. of this policy.
5. ~~The straight or regular-time wages or salaries for backfill personnel incurred by Providing Entities are not eligible for reimbursement. However, the overtime portion of the replacement personnel's salary is considered an additional cost of deploying personnel who perform eligible work and is eligible for reimbursement under this policy.~~

E. Types of Mutual Aid Work.

There are three types of mutual aid work that may be eligible for FEMA assistance: Emergency Work, Permanent Work, and Grant Management Work. All are subject to the eligibility requirements of the respective PA and 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 jurisdiction 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., 2., and 3. of this policy;
 - iv. Costs incurred in the operation of the Incident Command System (ICS), 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. State Emergency Operations Center or Joint Field Office assistance in the receiving State to support emergency assistance;



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- vi. Assistance at the National Response Coordination Center (NRCC), and Regional Response Coordination Center (RRCC), if requested by FEMA (labor, per diem and transportation);
- vii. Dispatch operations in the receiving State;
- viii. Donations warehousing and management (eligible only upon approval of the Assistant Administrator of the Recovery Directorate);
- ix. Firefighting activities; 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. Training, exercises, on-the-job training;
 - ii. Long-term recovery and mitigation consultation;
 - iii. 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);
 - iv. Costs for staff performing work that is not eligible under the PA or the FMAG programs;
 - v. Costs of preparing to deploy or "standing-by" [except to the extent allowed in the FMAG program pursuant to 44 CFR §204.42(e)];
 - vi. Dispatch operations outside the receiving State;
 - vii. Tracking of EMAC and U.S. Forest Service I-Suite/Incident Cost Accounting and Reporting System (ICARS) resources; and
 - viii. Situation reporting not associated with ICS operations under VIII.E.1.a.iv.

- 2. Permanent Work. Work that is of a permanent nature but is necessary for the emergency restoration of utilities (Category F). For example, work performed to restore electrical and other power.
- 3. Grant Management Work. For PA only, 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.



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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. The State or Requesting Entities, as appropriate, must provide an executive summary of the services requested and received and the associated costs (i.e., labor, equipment, materials, etc.). Both Requesting and Providing Entities must keep detailed records of the services requested and received, and maintain those records for at least three years after project closeout. FEMA may review a sample of project costs, and reserves the right to review all documentation if it deems necessary. All documentation must be provided to FEMA upon request. Undocumented costs may be subject to deobligation.
2. 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.
3. A request for reimbursement of mutual aid costs should 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 work;
 - b. The labor and equipment rates used to determine the mutual aid cost reimbursement request; and
 - c. That all work performed was eligible under the Stafford Act and applicable FEMA regulations and policies.
4. 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 Policy 9525.2, *Donated Resources*.
 - 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



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non-Federal cost share of the Requesting Entity's emergency work under the provisions of Recovery Policy 9525.2, *Donated Resources*.

5. For PA 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. Equipment used can be reimbursed as outlined in the terms of the agreement or for hours utilized/in performance of eligible work.
 6. For PA only, reimbursement for damage to equipment used in emergency operations will be based on Recovery Policy 9525.8, *Damage to Applicant Owned Equipment*.
 7. For PA only, reimbursement for equipment purchased by a subgrantee to support emergency operations will be based on Recovery Policy 9525.12, *Disposition of Equipment, Supplies, and Salvaged Materials*.
 8. For FMAG only, reimbursement for equipment provided to a Requesting Entity will be based on 44 CFR § 204.42 (b)(3) and (4).
 9. For FMAG only, reimbursement or replacement of equipment damaged or destroyed in the course of eligible firefighting activities will be based on 44 CFR § 204.42 (b)(5), and (6).
- IX. **RESPONSIBLE OFFICE:** Recovery Directorate (Public Assistance Division).
- X. **SUPERSESSION:** For all disasters declared on or after October 27, 2012, this policy supersedes DAP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance, dated August 13, 2007, and all previous guidance on this subject.
- XI. **REVIEW DATE:** This policy expires three years from the date of issuance.

//signed//

Deborah Ingram
Assistant Administrator
Recovery Directorate