

Exhibit H. Use of and Reimbursement for Shared Resources in Stafford Act Response Actions

- 1. Stafford Act Declarations:** Transfers performed for this Agreement are under the *Disaster Relief Act, 42 U.S.C. § 5147*. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment. Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings to the primary Emergency Support Function (ESF) agency (i.e. the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasked agency for forwarding to FEMA for reimbursement. Each Federal agency is responsible for submitting their own billings to FEMA for reimbursement, after the primary agency has reviewed their requests for reimbursement.
- 2. Federal Reimbursable Assistance:** Federal Reimbursable Assistance resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with *44 CFR 206, subpart A, section 206.8 paragraph c* include:
 - a) Overtime, travel and per diem of permanent Federal agency personnel.
 - b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator in the emergency or major disaster.
 - c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
 - d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
 - e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
 - f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.
- 3. State/Tribe Reimbursement Process:** State/Tribe Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State/Tribe Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:
 - a. Wages, overtime, travel and per diem of State/Tribal personnel.

- b. Wages, travel and per diem of temporary State/Tribal personnel assigned solely to performance of services directed by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator in the major disaster.
- c. Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Administrator or the Regional Administrator.
- d. Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e. All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.

Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Administrator or the (FEMA) Regional Administrator and the agency.

Note: In order to meet FEMA’s policies regarding mission assignments and timely billing, all State and local resources dispatched to a FEMA incident under a valid state or local cooperative/interagency agreement must submit invoices for reimbursement no later than 90 days after control of the incident to the appropriate federal agency. Any invoices not submitted within this timeframe are subject to non-payment. Extensions beyond 90 days for invoice submittal must be presented in writing to the reimbursing agency. Annual Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within 90 days of the all hazard action.

- 4. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.
- 5. **Procurement:** The (State/Tribe) receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the (State/Tribe) is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the (State/Tribe) will comply with (State/Tribe) laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.
- 6. **Loaned Equipment:** Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

7. Billing Procedures

Incident Billings:

- a. When (State/Tribe) is the supporting agency and the incident is **within** the (State/Tribe), the (State/Tribe) will bill the jurisdictional Federal Agency. When the (State/Tribe) is the supporting agency and the incident is **outside** the (State/Tribe)'s jurisdiction, the (State/Tribe) submits its billing to the Primary Federal Agency.
- b. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
- c. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than **90** days after the incident is controlled. Extensions beyond **90** days for invoice submittal must be presented in writing to the reimbursing agency. Annual Operating Plans will include contact information for written requests for extensions. Absent a written extension of time granted by the reimbursing agency, the final itemized bill must be submitted to the reimbursing agency within **90** days of the **all hazard** action.
- d. For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the (State/Tribe) by (to be determined by individual State/Tribe fiscal year). The (State/Tribe) will submit unpaid obligational figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.
- e. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for (State/Tribe) incident assistance may include administrative overhead, not to exceed the predetermined (State/Tribe) indirect cost rate negotiated annually with the cognizant Federal Agency for the (State/Tribe) (OMB Circular A-87).

8. Billing Addresses:

All bills for services provided to the (State/Tribe) will be mailed to the following address for payment:

All bills for services provided to the Forest Service and all Federal and State units not party to this Agreement will be mailed to the following address:

All bills for services provided to the Department of the Interior/BLM will be mailed to:

All bills for services provided to the Department of the Interior/NPS will be mailed to:

All bills for services provided to the Department of the Interior/BIA will be mailed to:

All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

9. Payment Due Dates: All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.

10. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.

11. Payments: Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.