

**Memorandum of Understanding**  
**Between**  
**Texas Department of Public Safety**  
**The Texas Division of Emergency Management**  
**And**  
**State Operations, Texas Emergency Management Assistance**  
**Team (TEMAT)**  
**Employer and Member**

2017

This Memorandum of Understanding (MOU) is entered into this 28 day of August, 2016, and becomes effective the date of final signature, by and between the State of Texas through the Texas Department of Public Safety (DPS), Texas Division of Emergency Management (TDEM), and Texas Emergency Management Assistance Team (TEMAT) Member Jamie Moore (Member) and the Participating Agency/Employer Johnson County (Employer).

**I. PURPOSE**

To delineate responsibilities and procedures for TEMAT activities under the authority of the State's Emergency Management Plan.

**II. SCOPE**

The provisions of this MOU apply to TEMAT activities performed at the request of the State of Texas at the option of the Participating Agency/Employer and the Member. These activities may be in conjunction with, or in preparing of, a state or federal declaration of disaster. The scope of this MOU also includes training activities mandated by the State and TDEM to maintain TEMAT operational readiness.

**III. PERIOD OF PERFORMANCE**

This MOU commences on the date of the last signature and continues for a period of five (5) years, unless terminated earlier in accordance with section IX.B. of this MOU.

**IV. DEFINITIONS**

- A. **Activation:** The process of mobilizing Members to deploy to a designated incident or event site. When the TEMAT responds to such a mobilization request, the Member is required to arrive at the designated incident location with all equipment and personal gear within four (4) hours of activation notice. The time at which the Member receives a request for activation, verbally accepts the mission, and is

enroute, will be considered the time at which personnel costs to be charged to TEMAT activities shall begin.

- B. Alert: The process of informing Members that an event has occurred and that TEMAT may be activated at some point within the next 24-48 hours.
- C. Backfill: The assignment of personnel by a participating agency to meet their minimum level of staffing to replace a deployed TEMAT member.
- D. De-Activation: The process of de-mobilizing Members upon notification from the State.
- E. Individual Resource: A rostered TEMAT member that is self-employed and is not associated with a Participating Agency / Employer.
- F. Local TEMAT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or TEMAT Member in order to develop and maintain the incident support capabilities of the member and the TEMAT. TEMAT sponsored training shall be coordinated with the DPS, TDEM, TEMAT Coordinator and receive prior written authorization to conduct such training.
- G. Member: An individual who has been formally accepted into a TEMAT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness. The collective membership of all rostered TEMAT members. TEMAT members may be singularly referred to as member.
- H. Participating Agency/Employer (Employer): A TEMAT member's employer which, by execution of this MOU, has provided official sanction of the TEMAT member's involvement with TEMAT.
- I. State: For the purpose of this MOU, the State of Texas through the Texas Department of Public Safety, Texas Division of Emergency Management.
- J. State Sponsored TEMAT Training and Exercises: Training and/or exercises performed at the direction, control and funding of the State.
- K. TEMAT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident support needs during disasters.

## V. RESPONSIBILITIES

- A. The State shall be responsible for the following:
  - 1. Recruit and organize the TEMAT, according to guidelines prescribed by the State.

2. Ensure that each TEMAT member meets the necessary professional qualification requirements and experience level with his/her position.
3. Provide administrative, financial, and personnel management related to the TEMAT and this MOU.
4. Provide training to Members. Training shall be consistent with the objectives of developing, upgrading, and maintaining individual skills necessary to maintain operational readiness related to Emergency Management response.
5. Develop, implement and exercise an internal notification and call-out system for Members.
6. Provide all tools and equipment necessary to conduct safe and effective incident support operations as listed in the current approved TEMAT cache list.
7. Coordinating with the TDEM Critical Information Systems (CIS) Field Response Section; assist and support the maintenance and readiness of all tools and equipment in the CIS Field Response Cache (Attachment D).
8. Provide coordination between the State, other relevant governmental and private entities, Participating Agency/Employer, and Member.
9. Maintain a primary contact list for all Members.
10. Maintain personnel files on all members of TEMAT for the purpose of documenting training records, emergency notification, and other documentation as required by the State.

**B. The Employer shall:**

1. Maintain a roster of all its personnel participating in TEMAT activities.
2. Provide a primary point of contact to the State for the purpose of notification of TEMAT activities.
3. Provide administrative support to employee members of TEMAT, i.e. time off when fiscally reasonable to do so for TEMAT activities such as training, meetings and actual deployments.
4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of State sponsored TEMAT training of the Member.

**C. Member shall:**

1. Perform Emergency Management related duties required for response and recovery initiatives.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
3. Submit to a background check consistent with DPS policies. Individuals who refuse to submit to a background check will be denied participation in the TEMAT program. Individuals who receive unfavorable background checks will be denied participation in the TEMAT program.
4. Advise the TEMAT Coordinator of any change in notification process, i.e. address or phone number changes.
5. Ensure availability for immediate call-out during the period in which a Member's assigned TEMAT is first on the rotation for activation.
6. Each activated TEMAT member must respond immediately to call-out with acceptance or refusal of current mission request and estimated time of arrival to designated incident location. The goal is to arrive at the assigned location within four (4) hours from time of mobilization request. Some incidents located in the State will require longer travel times.
7. Maintain all equipment issued by the TEMAT in a ready state and advise TEMAT Coordinator and / or TEMAT Lead deployed with the TEMAT of any lost, stolen, or damaged items assigned to Member.
8. Maintain support of Employer for participation in TEMAT activities.
9. Keep Employer advised of TEMAT activities that may require time off from work.
10. Be prepared to operate in the disaster environment.
11. Follow the TEMAT Code of Conduct in Attachment A.

## **VI. PROCEDURES**

### **A. Activation**

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning of the TEMAT is prudent, TDEM shall request the activation of the TEMAT to respond to the designated incident location.
2. The State shall communicate an Alert and/or Activation notice to Members through the internal paging and call-out system according to the current approved mobilization and notification plan.

**B. Mobilization, Deployment and Re-deployment**

1. The State will notify Members of activation of the TEMAT.
2. Upon activation, the TEMAT, including all necessary equipment, shall move to the designated incident location.
3. Upon arrival at the designated incident location, the State shall provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the TEMAT.
4. Upon completion of the mission, the State will be responsible for the demobilization of the TEMAT and equipment to the member's respective home duty station.

**C. Management**

1. The State shall have overall management, command and control of all TEMAT resources and operations.
2. Tactical deployment of the TEMAT will be under the direction of the Disaster District Chair, Emergency Management Coordinator, or local Incident Commander assigned to the incident.
3. The State may remove the Member from the TEMAT at any time with or without cause.

**VII. TRAINING AND EXERCISES**

**A. Local TEMAT Sponsored Training and Exercises**

Periodically Members shall be requested or required to attend local TEMAT-sponsored training or exercises. Local TEMAT-sponsored training or exercises shall be performed at the direction, control, and funding of the local TEMAT in order to develop the technical skills of Members. Allowable travel costs associated with this training or exercises will be reviewed for possible funding by the State with prior scheduling and approval.

**B. State Sponsored TEMAT Training and Exercises**

Periodically Members shall be required and/or invited to attend State TEMAT training and/or exercises. These trainings and exercises shall be performed at the direction, control and funding of the State in order to develop and maintain the incident support capabilities of the TEMAT. Allowable travel costs associated with this training will be reimbursed by the State.

**C. Minimum Training Requirements**

Member shall attend a minimum of fifty percent (50%) of the available TEMAT training and exercise opportunities provided for the assigned TEMAT position. Failure to attend a minimum of fifty percent (50%) of the training opportunities shall result in dismissal from the TEMAT.

## **VIII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT**

### **A. Reimbursement of Member Policy**

#### **1. Scope**

The provisions of this policy apply to all Texas Emergency Management Assistance Team (TEMAT) members assigned to the TEMAT program.

#### **2. Purpose**

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during all federal and state activations of a TEMAT member.

#### **3. Pay Rate**

The State of Texas will reimburse a Participating Agency/Employer for the participation of each activated TEMAT member who is employed by that Participating Agency/Employer at the hourly rate or salary identified on the most current payroll printout provided by the Participating Agency/Employer requesting salary reimbursement. The State of Texas may also reimburse Participating Agency/Employer for the allocable portion of fringe benefits paid to or on behalf of the TEMAT member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Agency/Employer's payroll printout submitted to the State of Texas.

As an individual resource, TEMAT members not employed by a Participating Agency/Employer will be paid at a rate identified on the TEMAT Pay Schedule attached as Appendix B. The individual resource's 40-hour workweek will begin upon acceptance of the mission. The Individual Resource will receive the standard base rate of pay for the first 8 hours of each work day, Monday through Friday, based on an 8 am to 5 pm workday. Hours above this will be paid at 1 ½ time the member's base rate of pay.

### **B. Deployment Work Shift**

- 1. Every day is considered a workday during the deployment until the activation is over, and the TEMAT member returns to their original home duty**

station (otherwise known as "portal to portal"). Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.

2. All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.
3. Once activated, all non-FLSA exempt TEMAT members will receive the standard base rate of pay for all hours they are scheduled to be on duty during a work day. A work day is defined from midnight to midnight. Additional hours during this day not scheduled on duty will be paid at 1 ½ times the standard base rate of pay. Kelly days (if applicable) are considered off duty hours.
4. All FLSA-exempt TEMAT members will receive their normal salary for all hours worked during the activation. FLSA-exempt members will not receive an overtime rate. However, all hours will be reimbursed at their straight time rate which will be coordinated with members' Participating Agency/Employer.

#### **C. Ordered Standby**

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

1. The State of Texas shall pay Member all wages specified in the TEMAT as specified in the MOU. Payment of these wages shall be determined based upon the TEMAT Pay Schedule (Attachment C).
2. The State of Texas shall reimburse Member for reasonable (as determined by the State) travel expenses associated with Member's travel for TEMAT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
3. The State shall reimburse Member for reasonable (as determined by the State) personal costs associated with participation in a deployment.
4. Member shall submit to the State all reimbursement requests within thirty (30) days of Member demobilization or completion of the State sponsored training event.

#### **B. Medical Care for Injury or Illness**

If Member incurs an injury or illness during a TEMAT training exercise or deployment, the State shall pay for triage medical care to ensure Member is treated and medically evaluated. Each TEMAT Member, acting as an Agent of the State of Texas, is eligible for Workers' Compensation through the State.

**C. Liability and Worker's Compensation for State Activation / and Training**

During any period in which TEMAT is activated by the State of Texas or during any TEMAT sponsored or sanctioned training, TEMAT members shall be included in the coverage provided under Chapter 501 of the Texas Labor Code in the same manner as an employee, as defined by Section 501.001.

**D. Reimbursement Process**

1. All requests for reimbursement shall be submitted using the most current TEMAT Travel and Personnel Reimbursement Form (Attachment E).
2. The State shall process payment to Member for all allowable expenses within 30 days of receipt of the properly completed and supported TEMAT Travel and Personnel Reimbursement Form.
3. Member will not be reimbursed for costs incurred by activations that are outside the scope of this MOU.
4. All financial commitments herein are made subject to availability of funds from the State.

**E. Employment Status**

1. During any period in which TEMAT is activated by the State of Texas or during any TEMAT sponsored or sanctioned training, TEMAT members shall be acting as an Agent of the State of Texas.
2. The State has no obligation to make any payments to or on behalf of the Member except as expressly stated in this MOU. The State will not withhold any amount that would normally be withheld from an employee's pay and the Member will not participate in any benefits the State offers to its employees.

**IX. CONDITIONS, AMENDMENTS, AND TERMINATION**

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. Any party, upon thirty (30) day written notice, may terminate this MOU.
- C. The State complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, the State shall not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing



of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.

- D. This MOU is governed by the laws of the State of Texas. Except as provided by the Texas Government Code, Chapter 2260 and the State Office of Administrative Hearings' administrative rules, venue for any litigation or contract claims shall be in the State Office of Administrative Hearings or a court of competent jurisdiction in Travis County, Texas.

## X. POINTS OF CONTACT

### TDEM

Nim Kidd  
Assistant Director  
5805 N. Lamar Blvd  
Austin, Texas 78752  
Tel#: 512-424-2443  
E-mail: [nim.kidd@dps.texas.gov](mailto:nim.kidd@dps.texas.gov)

### Employer

Johnson County  
2. North Main Street  
Cleburne, TX 76033  
Tel#: 817-556-6346

### Member

Jamie Moore, EMC  
810 E. Kilpatrick  
Cleburne, TX 76033

## XI. GENERAL PROVISIONS

- A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this MOU constitutes acceptance of the authority of the State, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Member and Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
- C. Pursuant to Texas Government Code Section 2252.903 any payments owing to the Member or Employer under this MOU may be applied directly toward certain debts or delinquencies that Member or Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

- D. A child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
- E. To the extent applicable, the Member and Employer shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member or Employer that cannot be resolved in the ordinary course of business. Member or Employer shall submit written notice of a claim of breach of contract under this Chapter to the State’s designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

## **XII. ENTIRE AGREEMENT**

This MOU along with the following Attachments reflects the entire agreement between the parties:


- Attachment A, TEMAT Code of Conduct
- Attachment B, TEMAT Position
- Attachment C, TEMAT Pay Schedule by Position
- Attachment D, CIS Field Response Equipment Cache
- Attachment E, Texas Standard Incident Reimbursement Form (current version)

---


Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to the State is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

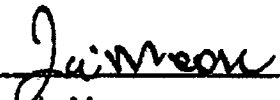
Texas Department of Public Safety:

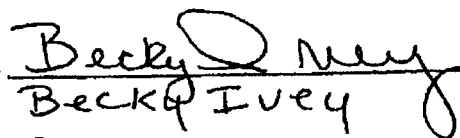
Signature:   
Name: W. Nim Kidd  
Title: Assistant Director, Division of Emergency Management  
Date: August 28, 2017

EMPLOYER

Signature:   
Name: Honorable Roger Harmon  
Title: County Judge  
Date: 8-28-2017

MEMBER:

Signature:   
Name: Jamie Moore  
Date: 8/28/2017

attested:   
Becky Ivey  
County Clerk



## **ATTACHMENT A**

### **TEMAT Code of Conduct**

- **Transportation and use of illegal drugs and alcohol are prohibited.**
- **Open Carry of firearms is permissible only by current TCLEOSE certified commissioned officers.**
- **Clear text, and radio protocols found in the Texas Statewide Communications Interoperability Channel Plan (TSICP) shall be utilized.**
- **Radio traffic shall be kept to as-needed.**
- **Members shall familiarize themselves with their chain of command and to whom they report.**
- **Members shall limit procurement of equipment to as-needed.**
- **Members shall obtain permission before taking possession of anything other than their own personal belongings.**
- **Members shall act professionally at all times.**
- **Members shall remain in a state of readiness even when unassigned.**
- **Recreation is limited to unassigned hours.**
- **Members shall maintain and wear safety gear and clothing.**
- **Members shall wear their proper uniform.**
- **Members shall understand that their actions reflect their organization and the TEMAT.**

## **ATTACHMENT B**

### **TEMAT Positions**

- 1. TEMAT Team Lead**
- 2. TEMAT Specialist**

**ATTACHMENT C**  
**TEMAT Pay Schedule by Position**

Position	Pay Schedule
TEMAT Team Lead	\$38.00
TEMAT Specialist	\$32.00

**TEMAT Team Lead.** Positions at this level require expert knowledge and very high skill level in applying a wide range of concepts, principles, and practices associated with professional or administrative work. Incumbents of these positions will be required to supervise other professionals or a group of technical specialists.

**TEMAT Specialist.** Positions at this level require skills acquired through specific job training, formal / technical education, or experience and require the ability to apply or use specialized, complicated techniques or equipment. This level requires independent judgment and decision making.

**ATTACHMENT D**  
**CIS Field Response Equipment Cache**

<b>Equipment</b>	<b>Quantity</b>
2D Scanner	1
All Modes Ham Radio	1
Blue Rolling Television Box	3
Chairs	6
Chrome Book	3
Chrome Box	3
Chrome Cast	6
Cradle Point Routers	2
Desk Chairs	3
Generator	1
Google Glasses	3
GoPro / Accessories	1
Laptops	12
Metal Roll In Trucks	2
Mobile MSAT / Accessories	1
Pelican Case / Ethernet Cable and Tools	1
Pelican Case / Power Cords	1
Polaris Down Link Antenna / Accessories	1
Portable Speaker and Mic	1
Portable Tent	1
Printer MPC9340	2
Projector	3
Projector Stand	3
Samsung Television	3
Slingbox	1
T520 HP Plotter	1
Tables	3
Teredek Streaming Device	1
TERK – Omnidirectional Flat-Panel	3
UHF / VHF Ham Radio	1

**ATTACHMENT E**

**MOST RECENT VERSION OF THE TEXAS STANDARD INCIDENT  
REIMBURSEMENT FORM**

(This version will be replaced with an updated version as of  
September 01, 2016)