



Fire Marshal's Office
Memorandum

DATE: January 31, 2018

SUBJECT: Memorandum of Understanding between TEEEXs (Task Force 1)

Attached to this memorandum is the contract for county employee Randy Corliss to participate with Texas A&M Engineering Extension Service (TEEXs) Texas Task Force 1. The MOU's scope is to allow the employee to be called for response to US&R activities at the request of the State and Federal Government. These activities may be in conjunction with, or in preparation of, a State or Federal declaration of disaster, and training activities mandated by the Department of Homeland Security/FEMA for operational readiness.

The following Memorandum of Understanding has been reviewed by the county attorney's office and the county auditor prior to submittal for signature from the County Judge. Please contact with any questions.

A handwritten signature in black ink, appearing to read "Mark Flathouse", with a long horizontal flourish extending to the right.

Mark Flathouse
Fort Bend County Fire Marshal



Memorandum of Understanding
Between
The Texas A&M Engineering Extension Service,
The Sponsoring Agency of Texas Task Force 1,
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this 17th day of January, 2018 between Texas Task Force 1 (TX-TF1), a division of the Texas A&M Engineering Extension Service (TEEX), and the Participating Agency/Employer (Employer) Fort Bend County Fire Marshal's Office, located in Richmond, Texas.

TEEX is the Sponsoring Agency, as that term is defined in *42 USC 5165f(a)(6)*, for TX-TF1, a Task Force as defined in *42 USC 5165f(a)(9)*, as a cooperating party under a Memorandum of Agreement dated December 8, 2008, between the Federal Emergency Management Agency (FEMA) and the State of Texas. Employer desires to provide personnel to serve in TX-TF1 as determined by TEEX. The parties therefore agree as follows:

I. PURPOSE

The purpose of this MOU is to delineate responsibilities and procedures for Urban Search and Rescue (US&R) activities under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

II. SCOPE

The provisions of this MOU apply to:

- A. US&R activities performed at the request of the State and the Federal government and provided at the option of the Employer and the Member. These activities may be in conjunction with, or in preparation of, a State or federal declaration of disaster; and
- B. Training activities mandated by the Department of Homeland Security (DHS)/FEMA and TEEX to maintain TX-TF1 operational readiness.

III. PERIOD OF PERFORMANCE

This MOU begins as of the date of the last signature and terminates October 31, 2023, or as described in section IX of this MOU.

IV. DEFINITIONS

For purposes of this MOU, the following definitions apply:

- A. Activation: The process of TEEX mobilizing Members to deploy to a designated disaster site.
- B. Alert: The process of TEEX informing Members that an event has occurred and that TX-TF1 may be activated at some point within the next 24-48 hours.

- C. Backfill: The assignment of personnel by the Employer to meet their minimum level of staffing to replace a deployed Member.
- D. Deactivation: The process of TEEX demobilizing Members upon notification from the State or DHS/FEMA to stand down.
- E. Member: A rostered TX-TF1 member.
- F. Personnel Rehabilitation Period: The period sometimes allowed by DHS/FEMA or the State for Members' rehabilitation to normal conditions of living following activation.
- G. Reasonable Personal Costs: Approved out-of-pocket expenses incurred by a Member in performance of his/her duties as a deployed Member.
- H. Rotational Model: Model used to determine which of the three teams (Red, White, Blue) is first up for deployment or on standby for the month.
- I. State: The State of Texas.
- J. Task Force Sponsored Training: Training and/or exercises performed at the direction, control, and funding of DHS/FEMA or TX-TF1.
- K. Task Force Sanctioned Training: Training and/or exercises performed at the direction, control, and funding of an Employer or Member in order to develop and maintain the US&R capabilities of the Member and TX-TF1. Task Force Sanctioned Training must be coordinated with TEEX/US&R staff and receive written authorization to conduct such training prior to the start of the training.

V. RESPONSIBILITIES

- A. TEEX shall:
 - 1. Recruit and organize TX-TF1 according to guidelines prescribed in the National US&R Response System Operations Manual.
 - 2. Ensure that each Member meets the necessary licensing, certification, or other professional qualification requirements of his/her assigned position.
 - 3. Provide administrative, financial and personnel management to TX-TF1 and perform all financial requirements as set forth in this MOU.
 - 4. Reimburse payroll costs to the Employer for each activated Member and allowable backfill costs as stated in *Section VIII. A. Reimbursement of the Employer* and the *TX-TF1 Standard Pay Policy, Attachment A*.
 - 5. Provide training to Members consistent with the objectives of developing, upgrading, and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 - 6. Develop, implement, and exercise a notification and call-out system for Members.
 - 7. Provide all personal protective equipment and uniforms required by TX-TF1.
 - 8. Provide tools and equipment necessary to conduct safe and effective US&R operations as listed in the current approved cache list.
 - 9. Maintain all tools and equipment in the US&R cache in a ready state.

10. Coordinate between DHS/FEMA, the State, the Employer, other relevant governmental and private entities, and the individual Members.
 11. Maintain a primary contact list for all Members.
 12. Maintain personnel files on all Members for the purposes of documenting training records, emergency notification, and other documentation as required by DHS/FEMA and the State.
 13. Provide a roster of the Employer Members upon execution of this MOU and annually, in the month of July, see *Attachment D*.
- B. The Employer shall:
1. Provide approval of its Members' participation in TX-TF1 training, meetings, and emergency response activities when fiscally reasonable to do so. Agency Chief approval is provided by signing the *Participating Agency Individual Member Letter of Endorsement, Attachment C*, at the time the Member's administrative documents are submitted.
 2. Maintain a roster of all its personnel participating as Members.
 3. Provide a primary point of contact to TEEX for the purpose of notification of TX-TF1 activities and other matters.
 4. Pay deployed Members in accordance with *Section VIII Administrative, Financial, and Personnel Management and Attachment A, the Texas Task Force 1 Standard Pay Policy*.
 5. Certify and submit personnel reimbursement claims and requested supporting documentation within 45 days of Deactivation of its Member(s).
- C. Participation Requirements for Members. Employer shall notify TEEX TX-TF1 if Employer reasonably believes that a Member does not meet any of the following:
1. Members must be in good standing with the Employer.
 2. Members must be of good moral character and may not have been convicted of any felony or any other criminal offense involving moral turpitude.
 3. Members serving in a TX-TF1 position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity must hold such authorization, which must be current and validly issued.
 4. Members must follow all *TX-TF1 Standard Operating Guidelines (SOG)* that are available at <https://texastaskforce1.org/home>.
 5. Members must meet medical/fitness standards, and be physically capable of performing assigned duties required in the position description requirements for the assigned position in a wide range of environments per *TX-TF1 SOG*.
 6. Members must complete and/or provide documentation of the required immunizations specified in the Individual Letter of Endorsement.
 7. Members must maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
 8. Members must advise the Employer of TX-TF1 activities that may require time off work.

9. Members must notify TEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System."
10. Members must ensure availability for immediate call-out during the period **the Member's** assigned team is first on the rotational model for call-out. Members who are not on the team that is first on the rotational model may be requested to fill the position of another team member who is not available to deploy to ensure the team is fully staffed for the mission.
11. Members must respond immediately to call-out with acceptance or refusal of current mission request and arrive within 3 hours from time of call-out to the assigned point of assembly (POA).
12. Members must maintain all equipment issued by TX-TF1 in a ready state and advise TEEX immediately of any lost, stolen or damaged items
13. Members must be prepared to operate in the disaster environment for not less than 14 consecutive days.
14. Members must follow the *TX-TF1 Policies and Procedures* as published at www.texasastaskforce1.org.

VI. PROCEDURES

A. Activation

1. Upon request from DHS/FEMA for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX shall request activation of TX-TF1 from the State.
2. Upon request or permission from the State for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEX will follow the steps in section VI.B.
3. TEEX shall communicate an Alert and/or activation notices to Members through the paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Demobilization

1. TEEX shall notify Members of activation of TX-TF1.
2. When TX-TF1 responds to such a mobilization request, the Members must arrive with all equipment and personal gear to the designated POA within 3 hours of activation notice.
3. Upon arrival at the POA, the Members will be provided initial briefings, maps, food, housing and any other items essential to the initial set-up and support of TX-TF1.
4. When TX-TF1 is activated, TEEX shall provide transportation for Members and all necessary equipment to the pre-designated point of departure (POD) for ground transportation or air transport.
5. TEEX will provide transportation from the POD to the disaster site and transportation on the return trip.
6. TEEX shall demobilize Members and equipment to the original POA upon completion of the US&R mission.

C. Management

1. TEEX maintains overall management, command and control of all TX-TF1 resources and operations.
2. Tactical deployment of TX-TF1 will be under the direction of the local Incident Commander and the Task Force Leader(s) assigned to the incident.

VII. TRAINING AND EXERCISESA. DHS/FEMA-Sponsored Training and Exercises

Periodically Members will be required to attend DHS/FEMA sponsored functional training. DHS/FEMA sponsored functional training will be performed at the direction, control and funding of DHS/FEMA in order to develop the technical skills of the Members.

B. Task Force Sponsored Training

Periodically Members will be requested or required to attend Task Force Sponsored Training. Task Force Sponsored Training will be performed at the direction, control and funding of TX-TF1 in order to develop the technical skills of Members.

C. Task Force Sanctioned Training

Periodically Members will be required and/or invited to attend Task Force Sanctioned Training. Task Force Sanctioned Training may be performed at the direction, control and funding of TEEX, the Employer, or the State in order to develop and maintain the US&R capabilities of TX-TF1.

D. Non-Sponsored and/or Non-Sanctioned Training and Exercises

Non-sponsored and/or non-sanctioned training and/or exercises may be performed at the direction, control and funding of the Employer or Member in order to develop and maintain the US&R capabilities of TX-TF1.

E. Minimum Training Requirements

Each Member must maintain the skills and abilities identified in the position description requirements. Each Member must attend one of the scheduled Full Scale exercises or Mobility Exercises and one Regional Training Event annually. Each Member must attend a minimum of 50% of the Task Force Sponsored Training and Task Force Sanctioned Training opportunities provided for his or her assigned TX-TF1 position. Failure to attend a minimum of 50% of those training opportunities will result in dismissal from TX-TF1. Exceptions may be granted at the discretion of TEEX or the Task Force Leader.

VIII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of the Employer

1. TEEX shall reimburse the Employer for each of its employees activated as a Member for payroll and associated costs during the Members' participation in State and/or federal disaster deployments. This reimbursement will be in accordance with the *TX-TF1 Pay Policy* and will require the Employer to submit supporting documentation to TEEX prior to reimbursement.
2. TEEX shall reimburse the Employer for the cost of Backfilling Members while activated. This will consist of expenses generated by the replacement of a deployed Member on his/her normally scheduled duty period/day. Backfill costs incurred by the Employer will be reimbursable only to the extent that the costs are in excess of the costs that would have been incurred had the Member not been deployed. TEEX cannot pay for hours Backfilled other than those that coincide with a Member's scheduled on-duty hours. Backfill reimbursement is available only for positions that are normally Backfilled by the Employer.

3. TEEEX shall reimburse the Employer for salaries and Backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the Personnel Rehabilitation Period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified Personnel Rehabilitation Period, the Employer may give the deployed Member that time off with pay and Backfill his/her position. If Members use time from a paid leave bank during the Personnel Rehabilitation Period, or if a Member is not normally scheduled to work during the identified Personnel Rehabilitation Period, then no reimbursement will be made for that Member. TEEEX will determine the Personnel Rehabilitation Period that will apply to each deployment based on the demobilization order for that deployment.
- B. Other Reimbursements
1. TEEEX shall reimburse Members for Reasonable Personal Costs associated with operations and maintenance of TX-TF1 during a State or federal activation. Itemized receipts are required and should not include Texas Hotel Occupancy taxes, alcohol, tips, or gratuities. All receipts must be submitted to the TEEEX Business Office within 15 days of Deactivation.
 2. TEEEX shall reimburse Members for reasonable travel costs associated with approved training in accordance with established *TX-TF1 travel policy*. Itemized receipts are required and should not include Texas Hotel Occupancy taxes as they are not reimbursable. Receipts should be submitted to the TEEEX Business Office within 15 days from the end of the trip.
 3. TEEEX shall reimburse on a replacement basis for emergency procurement of TX-TF1 materials, equipment and supplies purchased and used or consumed by Members in providing requested assistance. Advance approval by TX-TF1 leadership must be obtained and itemized receipts for such items must be submitted to TEEEX. Such materials, equipment and supplies are the property of TEEEX and must be returned to TEEEX upon deactivation or return from training.
 4. No Member or the Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.
 5. All financial commitments herein are made subject to availability of funds from the State and/or DHS/FEMA.
 6. TEEEX shall perform all duties of an employer in relation to a Member who is injured and eligible to receive benefits under *Chapter 501 of the Texas Labor Code*.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This MOU may be modified or amended only with the written agreement of both parties, and all amendments will be attached to this MOU.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TEEEX complies with the provisions of *Executive Order 11246 of Sept. 24, 1965, as amended* and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, TEEEX will 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, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on a basis prohibited by Texas or federal law or on a basis of economic status.

X. LIABILITY AND WORKERS' COMPENSATION FOR FEDERAL ACTIVATION AND DHS/FEMA SANCTIONED OR SPONSORED TRAINING

- A. TEEX intends that participation under this MOU by a Member in exercises, pre-incident staging, major disaster or emergency response activities, or training events sponsored or sanctioned by DHS/FEMA constitute appointment into federal service to the extent authorized by *Sec. 327 of the Stafford Act (42 USC 5165f)*.
- B. Specifically, TEEX intends that a Member participating in an activity described above:
1. Be eligible for the benefits described in *Sec. 327(h) of the Stafford Act (42 USC 5165f(h))* should the Member suffer personal injury, illness, disability, or death as a result of a personal injury sustained while acting in the scope of such federal service;
 2. Be considered to be an employee of the federal government for purposes of tort claim procedure as described in *Sec. 327(i) of the Stafford Act (42 USC 5165f(i))*;
 3. Be considered in "service in the uniformed services" for purposes of employment and reemployment rights of individuals who have performed service in the uniformed services as described in *Sec. 327(j) of the Stafford Act (42 USC 5165f(j))*;
 4. If he or she holds valid licenses, certificates, or permits required by TX-TF1, be deemed to be performing a federal activity when rendering aid involving such skill or assistance as described in *Sec. 327(k) of the Stafford Act (42 USC 5165f(k))*; and
 5. Be eligible for all other benefits and protections provided under the Stafford Act or elsewhere in federal law.

XI. LIABILITY AND WORKERS' COMPENSATION FOR STATE ACTIVATION /AND TRAINING

- A. During any period in which TX-TF1 is activated by the State, or during any Task Force Sponsored Training or Task Force Sanctioned Training, Members who are not employees of a member of The Texas A&M University System or another agency of the State will 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*. Services with TX-TF1 by an activated Member who is a state employee are considered to be in the course and scope of the employee's regular employment with the State.

XII. LIABILITY AND WORKERS' COMPENSATION FOR NON-SPONSORED/SANCTIONED TRAINING

- A. During non-TX-TF1 training and exercises, Members who are not employees of a member of The Texas A&M University System or another agency of the State will not be included in the same workers' compensation coverage afforded Members that are activated or attending DHS/FEMA or Task Force Sponsored Training or Task Force Sanctioned Training.

XIII. GENERAL PROVISIONS

- A. The substantive laws of the State (and not its conflicts of law principles) govern all matters arising out of or relating to this MOU and all of the transactions it contemplates.
- B. This MOU does not create a partnership or joint venture between TEEX and the Employer. Neither party may bind the other or otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by authorized representatives of both parties before any such act or representation.
- C. Any provision of this MOU that conflicts with a law or regulation of the United States or the State is null and void to the extent of the conflict.

- D. Any notices required or permitted under this MOU will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:
- a. TEEX: TEEX TX-TF1, 200 Technology Way, College Station, TX 77845-3424
 - b. Employer: _____
- E. This MOU is assignable only with the written consent of both parties.
- F. Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and immunities as may be provided by law.
- G. The failure of either party at any time to require performance by the other party of any provision of this MOU will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- H. Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- I. If either party fails to fulfill its obligations under this MOU, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war, revolution, acts of foreign or domestic terrorism, or embargos, then the other party shall excuse the failure for the duration of the event and for such a time as is reasonable to enable the parties to resume performance under this MOU, provided however, that in no event will such time extend for more than 30 days.
- J. This MOU along with the following attachments constitutes the entire understanding between the parties as to the matters contained in this MOU, and supersedes all other written and oral agreements between the parties as to those matters:
- Attachment A, TX-TF1 Standard Pay Policy
 - Attachment B, TX-TF1 Pay Schedule by Position
 - Attachment C, Individual Member Letter of Endorsement
 - Attachment D, Employer's TX-TF1 Member Roster
- The parties may execute agreements, but those will not alter this MOU unless expressly stated in writing.
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Attachment A
Texas Task Force 1
Standard Pay Policy

I. Scope

The provisions of this policy apply to all TX-TF1 members and Texas A&M Engineering Extension Service (TEEX) personnel assigned to the Urban Search and Rescue program.

II. 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 TX-TF1 member.

III. Pay Rate

- A. TX-TF1 will reimburse the Employer for the participation of each of their activated TX-TF1 members at the current hourly rate or salary at the time of deployment and identified on the payroll printout provided by the Employer requesting salary reimbursement. TX-TF1 may also reimburse the Employer for the allocable portion of fringe benefits paid to or on behalf of the TX-TF1 member during the period of activation. Member work schedules, payroll policies, payroll and benefit documentation must be retained by the Employer for a period of three years following the final payment to TEEX by TDEM or DHS/FEMA in accordance with 2 CRF 200.333 – Retention Requirements for Records. TEEX will notify Employers when payment has been made.
- B. As an affiliated member, TX-TF1 members not employed by an Employer will be paid at a rate identified with his/her TX-TF1 position on the *TX-TF1 Pay Schedule by Position, Attachment B*. The affiliated member's 40-hour workweek will begin upon activation. The affiliated member will receive the standard base rate of pay for the first 40 hours worked within each workweek of a deployment. Hours in excess of 40 hours each week will be paid at 1 ½ time the member's base rate of pay. Affiliated members are not eligible for Personnel Rehabilitation pay.
- C. TEEX employees who hold positions on TX-TF1 will be paid in accordance with Section IV below. Payroll printouts and fringe benefits documentation will be included in the reimbursement process.

IV. Deployment Work Shift

- A. Every day is considered a workday during the Deployment until the activation is over, and the Task Force returns to its original Point of Assembly (otherwise known as "portal to portal"). Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. 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.
- C. During the deployment period from activation through de-activation, all FLSA-exempt and non-FLSA exempt TX-TF1 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 compensated in accordance with 44 CFR 208.39 and Employer pay policies. Kelly days are considered off duty hours.
- D. 44 CFR 208.39 allows Participating Agency/Employers whose members follow the Public Safety Exemption 29 U.S.C. 207(k) have the option of converting deployed members to a standard FLSA 40 hour week during the deployment period. The conversion does not apply to backfill or rehab time.

V. 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.

Attachment B
Texas Task Force 1 Pay Schedule by Position

TX-TF1 has adopted the following pay schedule for TX-TF1 members who are not employed by a Participation Agency/Employer:

ASSIGNMENT	HOURLY RATE	ASSIGNMENT	HOURLY RATE
LEADERS:		SPECIALISTS:	
Task Force Leader	\$ 52.00	Boat Operator & Bowman	\$ 35.00
MANAGERS:		Canine Specialist	\$ 35.00
Haz-Mat/WMD Manager	\$ 40.00	Communications Specialist	\$ 35.00
Logistics Manager	\$ 40.00	Haz-Mat/WMD Specialist	\$ 35.00
Medical Team Manager	\$ 108.00	Heavy Rigging Specialist	\$ 35.00
Plans Team Manager	\$ 40.00	Helo Search & Rescue Tech.	\$ 35.00
Rescue Team Manager	\$ 40.00	Logistics Specialist	\$ 35.00
Safety Officer/Manager	\$ 40.00	Medical Specialist	\$ 35.00
Search Team Manager	\$ 40.00	Rescue Specialist	\$ 35.00
Water Manager	\$ 40.00	Structural Specialist	\$ 54.00
SQUAD OFFICERS:		Technical Info Specialist	\$ 35.00
Boat Squad Officer	\$ 37.00	Technical Search Specialist	\$ 35.00
Rescue Squad Officer	\$ 37.00		