

Memorandum of Understanding
Between
[Texas Emergency Management Assistance Teams Program
Administrator]
And
Texas Emergency Management Assistance Teams Employee
Member
And
Participating Jurisdiction/Employer

This memorandum of understanding (MOU) is entered into this 27th day of June, 2022, and becomes effective the date of final signature, by and between the Texas Emergency Management Assistance Teams (TEMAT) state agency and/or nonprofit program administrator(s) the Texas Division of Emergency Management (TDEM), a member of The Texas A&M University System and agency of the State of Texas; the Texas A&M Engineering Extension Service (TEEX), a member of the Texas A&M University System and agency of the State of Texas; the Texas A&M Forest Service (TAMFS), a member of the Texas A&M University System and agency of the State of Texas; and Miguel J. Guerra (member) and his/her employer, a TEMAT participating jurisdiction/employer, County of Hidalgo (jurisdiction).

I. PURPOSE

To delineate responsibilities and procedures for TEMAT activities under the authority of Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan.

TEMAT programs in the table below are administered by the state agency administrators (administrators) also listed below:

TEMAT Program	State Agency Program Administrator	Program Summary
Disaster Recovery Task Force	Texas Division of Emergency of Management (TDEM)	Provides support through multiple areas of expertise not listed below.
Texas A&M Public Works Response Team (TX-PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force Search and Rescue Teams (TX-TF)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 1 Region 3

All-Hazards Incident Management Teams (AHIMT)	Texas A&M Forest Service (TAMFS)	Provides incident command post and emergency operations support
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TAMFS)	Provides wildland and fire department support

II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of the State of Texas at the option of the participating jurisdiction/employer. These activities may be in conjunction with, or in preparing of, a local, state or federal declaration of disaster. The scope of this MOU also includes training activities sponsored by local jurisdictions and administrators 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 VIII.B. of this MOU.

IV. DEFINITIONS

- A. Administrator: State agency and/or nonprofit administrative body participating in the program or administering the program on behalf of the State of Texas.
- B. Backfill: The assignment of personnel by a participating jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT member.
- C. Member: An employee of a jurisdiction/employer who has been formally accepted into a TEMAT program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a member and who has executed a separate individual agreement for their participation in a TEMAT program with the concurrence of their jurisdiction/employer.
- D. Participating Jurisdiction/Employer (Jurisdiction): A TEMAT member's employer, which, by the execution of this MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Program: One of the TEMAT programs listed in the above table and administered by a Texas state agency and/or nonprofit administrative body to provide assistance during an emergency event or disaster.
- F. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local jurisdictions.

- G. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, and funding of a participating jurisdiction in order to develop and maintain capabilities of the member and TEMAT.
- H. TEMAT Training and Exercises – Administrator Sponsored: Training and/or exercises performed at the direction, control, and funding of the administrator. TEMAT sponsored training shall be coordinated prior to the event with TDEM and/or administrators to receive written authorization to conduct such training.
- I. Disaster Recovery Task Force (DRTF): The section of TDEM responsible for maintaining all TEMAT program information to include but not limited to this MOU and the TEMAT Business and Operation Manual.
- J. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.

V. RESPONSIBILITIES

- A. The DRTF shall be responsible for the following:
 - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this MOU.
 - 2. Maintain, in coordination with administrators, a TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to administrators, jurisdictions, and members.
 - 3. Provide training to members. Training shall be consistent with the objectives of the TEMAT program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
 - 4. Work with administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT programs.
 - 5. Provide coordination between the administrators, other relevant governmental and private entities, participating jurisdiction/employer, and member.
 - 6. Maintain overall TEMAT contact list for all participating jurisdictions and members.
 - 7. Maintain personnel files for all Disaster Recovery Task Force members to maintain training records, emergency notification information, and other documentation required by the administrators.
- B. The administrator shall be responsible for the following:
 - 1. Recruit and manage TEMAT members according to guidelines outlined in the TEMAT Business and Operations Manual.

2. Produce related portion of TEMAT Business and Operation Manual to provide standard operating procedures that are current and readily available to members.
3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT program they administer.
4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
5. Provide training to members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
6. Develop, implement, and exercise an internal notification and call-out system for members.
7. Provide coordination between administrator(s), other governmental and private entities, participating agency/employer, and member. Administrators will notify jurisdictions of the need for activation of members.
8. Maintain and submit to, on an as-needed basis, a primary contact list for their respective program, for all participating jurisdictions and members, to the state.
9. Maintain personnel files on all members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by administrators.
10. Ensure the issuance of PIV-I to each member through coordination with TDEM. If removed from team then the PIV-I must be retrieved and revoked immediately. Administrator must retrieve the PIV-I and notify TDEM for immediate revocation.

C. The jurisdiction shall:

1. Determine which TEMAT programs the jurisdiction will support by providing members and being able to respond as requested by the administrator(s).
2. Upon signature, the jurisdiction will submit a roster within 14 calendar days of final signature to the administrator(s). Maintain a roster of all its personnel participating in TEMAT activities and will submit that roster no less than twice a year on May 31 and December 31.
3. Ensure that each TEMAT member meets the necessary professional qualification requirements and experience level with his/her position on each TEMAT program in accordance with the TEMAT Business and Operation Manual.
4. Provide a primary point of contact to the administrator(s) for the purpose of notification of TEMAT activities and for administrative activities.

5. Provide administrative support to member(s) of TEMAT, i.e., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
6. Ensure all reimbursement claims meet the requirements of the TEMAT Business and Operation Manual.
7. Upon notification by the administrator(s), the jurisdiction will determine which members within jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified members deploy.

D. Member shall:

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the TEMAT Code of Conduct in the TEMAT Business and Operation Manual.
3. Advise the administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Ensure availability for immediate call-out during the period in which a member's assigned TEMAT is first on the rotation for activation.
5. Maintain, for deployment, all equipment issued by TEMAT and advise administrator of any lost, stolen, or damaged items assigned to member.
6. Maintain support of jurisdiction for participation in TEMAT activities.
7. Keep jurisdiction advised of TEMAT activities that may require time off from work.
8. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
9. During any period in which TEMAT is activated by the State of Texas or during any TEMAT sponsored or sanctioned training, member shall be acting as a representative of the State of Texas.

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. Training and Exercises

TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, members will be requested and/or invited to attend local jurisdiction-sponsored training and/or exercises. These trainings and/or exercises shall be

performed at the direction, control, and funding of the local jurisdiction in order to develop the technical skills of members

TEMAT Training and Exercises – Administrator Sponsored:

Periodically, members will be required and/or invited to attend administrator training and/or exercises. These trainings and exercises shall be performed under the direction, control, and funding of the administrator in order to develop and maintain the incident support capabilities of the TEMAT. Allowable costs will be listed in the TEMAT Business and Operation manual.

B. Minimum Qualification and Training Requirements

Participating jurisdictions shall allow members appropriate time to maintain the qualifications required for each position a member fills in the TEMAT programs.

Members are required to attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Failure to attend or maintain qualifications may result in dismissal from the TEMAT program when qualifications are no longer valid.

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of Administrators/Jurisdiction

1. Costs will be reimbursed in accordance with the Texas Emergency Management Division's mutual aid reimbursement policy upon receipt of an accurately completed (all documentation included) reimbursement request.
2. All guidelines and procedures for requesting reimbursement will be maintained in the TEMAT Business and Operation Manual.
3. All financial commitments herein are made subject to the availability of funds from the state.

B. Categories of Cost Reimbursement

1. Force Account Labor, which is the labor and benefit costs of a jurisdiction's employee deployed on a TEMAT mission/assignment. Labor reimbursement will be based on jurisdiction policies and rates, including labor reimbursement for portal-to-portal pay. Eligible backfill labor costs will also be reimbursed.

The state, through the administrators, has no obligation to make any payments to or on behalf of a 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.

2. Travel reimbursement will be based on the jurisdiction's travel policy to include per diem rates and receipt submission.

3. Force Account Equipment will be paid and is the usage of jurisdiction owned equipment by a member while on a TEMAT mission/assignment. All equipment used will be based on hours used and reimbursed based on the current FEMA Schedule of Equipment Rates. If no rate is available, see the appropriate section of TEMAT Business and Operation Manual for the rate.

4. Damaged equipment costs will be reimbursed after submission of documentation showing damage occurred during TEMAT mission/assignment less any insurance proceeds. The TEMAT Business and Operation Manual will provide a process for reporting damages as it relates to repairs or equipment unable to be repaired.

5. Materials costs will be reimbursed based on jurisdiction policies and cost documentation that materials were purchased for use on the incident or taken from inventory for use on the incident.

6. Rentals will be reimbursed based on jurisdiction policies and itemized invoice documentation from the rental vendor and proof of use on the incident.

7. Contracts will be reimbursed based on jurisdiction policies and itemized invoice documentation from rental vendor and proof of use on the incident.

Note: Refer to the individual program's Business and Operation Manual for specific details on the allowability of costs.

C. Medical Care for Injury or Illness

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.

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

A. This MOU may be modified or amended only by the written agreement of all parties.

B. This MOU may be terminated by any signing party, upon thirty (30) days written notice.

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. (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the state agency administrators are agencies of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System, has direct or indirect financial interest in the award of this MOU, or in the services to which this MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any of The Texas A&M University System members have not been designated by a member of The Texas A&M University System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

IX. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

Jurisdiction agrees to abide by the terms and conditions of this MOU and the TEMAT Business and Operation Manual. Jurisdiction agrees to allow employees/members to serve as TEMAT members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Disaster Recovery Task Force (DRTF)	<input type="checkbox"/>	
Texas A&M Public Works Response Team (PWRT)	<input type="checkbox"/>	
Texas A&M Task Force	<input checked="" type="checkbox"/>	
All-Hazards Incident Management Teams (AHIMT)	<input checked="" type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input type="checkbox"/>	

X. POINTS OF CONTACT

TDEM

Name: Chief Nim Kidd
Title: Chair – Texas Emergency Management Council
DRTF Div. Chief: Kharley Smith
Address Line 1: 1033 La Posada Dr
Address Line 2:
City, State, Zip: Austin, TX 78752
Phone Number: 512-424-2436
Email: Nim.kidd@tdem.texas.gov

[Program Administrator]

Name: _____
Title: _____
Address Line 1: _____
Address Line 2: _____
City, State, Zip: _____
Phone Number: _____
Email: _____

[Local Jurisdiction]

Name: _____
Title: _____
Address Line 1: _____
Address Line 2: _____
City, State, Zip: _____
Phone Number: _____
Email: _____

[Member]

Name: Miguel J. Guerra
Title: Deputy EMC
Address Line 1: 123 W Mahl Street
Address Line 2:
City, State, Zip: Edinburg, Texas 78539
Phone Number: 956-219-3041
Email: miguel.guerra@co.hidalgo.tx.us

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 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 Sections 2107.008 and 2252.903, any payments owing to the member under this MOU may be applied directly toward certain debts or delinquencies that member 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. To the extent applicable, the member 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 that cannot be resolved in the ordinary course of business. Member 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.

XI. ENTIRE AGREEMENT

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

Attachment A, TEMAT Business and Operation Manual

Administrator, member, and jurisdiction 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 was made prior to the execution of this MOU have been reduced to writing and are contained herein. Administrator, member, and jurisdiction 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 DIVISION OF EMERGENCY MANAGEMENT

Signature: _____
Name: W. Nim Kidd
Title: Chief, Division of Emergency Management
Date: _____

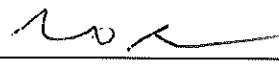
[STATE AGENCY PROGRAM ADMINISTRATOR – IF APPLICABLE]

Signature: _____
Name: _____
Title: _____
Date: _____

LOCAL JURISDICTION EMPLOYER

Signature: _____
Name: _____
Title: _____
Date: _____

TEMAT PROGRAM MEMBER

Signature: 
Name: Miguel J. Guerra
Title: Deputy Emergency Management Coordinator
Date: 06/27/2022