

Memorandum of Agreement
Between
The Texas A&M Forest Service
And
Incident Management Team Member
And
The Participating Employer

This Memorandum of Agreement (MOA) is entered into this 7th day of July, 2020 by and between the Texas A&M Forest Service (TFS), a member of The Texas A&M University System and an agency of the State of Texas and Regional Incident Management Team (IMT) Member Aubury Holmes (Member) and the Participating Employer Williamson County Emergency Services (Employer).

I. PURPOSE

To delineate responsibilities and procedures for IMT activities performed within or outside of the state of Texas under the authority of the:

- State of Texas Emergency Management Plan when responding to state all hazards/wildfire response activities.
- TFS and its Master Cooperative Wildland Fire Management and Stafford Act Response Agreement with the United States Department of Agriculture-Forest Service (USFS), Bureau of Land Management, National Park Service, Bureau of Indian Affairs and United States Fish and Wildlife Service. The federal agencies are collectively referred to herein as "Federal Agencies" when responding to federal all hazards/wildland fire response activities.
- The State of Texas through the Emergency Management Assistance Compact (EMAC), Texas Health and Safety Code, Chapter 778 or the South Central Interstate Forest Fire Protection Compact, Texas Education Code, Chapter 88.112 when responding to other states' all hazards/wildland fire response activities.

II. SCOPE

The provisions of this MOA apply to IMT activities performed at the request of the State of Texas. The scope of this MOA also includes training activities mandated by the State of Texas and TFS to maintain IMT operational readiness.

III. PERIOD OF PERFORMANCE

This MOA shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

- A. Activation: The process of mobilizing Members to deploy to a designated incident or event site. Upon acceptance of a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to IMT activities shall begin.
- B. Alert: The process of informing Members that an event has occurred and that a Member may be activated at some point within the next 24-48 hours.
- C. De-Activation: The process of demobilizing Members upon notification from the State to stand down.
- D. Director: The Director of TFS.
- E. Member: An individual who has been formally accepted as an IMT Member, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.
- F. Single Resource: An individual who has been formally accepted as an IMT Member, meeting all requirements for skills and knowledge, in good standing with regard to compliance with necessary training and fitness who is not sponsored by an employer and enters into an MOA with TFS.
- G. Participating Employer: The Member's employer who, by execution of this MOA, has provided official support of the Member's involvement in the IMT Program.
- ~~H. State: For the purpose of this MOA, the State of Texas through the Texas Division of Emergency Management (TDEM).~~
- I. IMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.
- J. TFS/State Sponsored IMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.
- K. Local IMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a Participating Employer or Member in order to develop and maintain the incident management capabilities of the Member and/or the IMT.

V. RESPONSIBILITIES

- A. TFS shall:
 - 1. Recruit and organize Members according to guidelines prescribed by TFS.
 - 2. Provide administrative, financial and personnel management related to the IMT Program and this MOA.

3. Provide training to Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
4. Provide coordination between the State, federal or other relevant governmental and private entities, Participating Employer and Member.
5. Maintain a primary contact list for all Members.
6. Maintain files on all Members for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Participating Employer shall:

1. Maintain a roster of all its personnel participating in the IMT Program.
2. Provide a primary point of contact to TFS for the purpose of notification of IMT activities.
3. Provide administrative support to its personnel participating in the IMT Program, i.e. "time off" when fiscally reasonable to do so for IMT activities such as training, meetings and actual deployments.
4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored IMT training of the Member. Salaries cannot be reimbursed for training.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description requirements for the assigned position.
2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.
3. If the Member is a Single Resource, the Member must submit to background checks consistent with Texas A&M System regulations. Individuals who refuse to submit to backgrounds check will be denied participation in the IMT program. A Single Resource Member must report to TFS, within twenty-four (24) hours or at the earliest possible opportunity thereafter, any criminal arrests, criminal charges or criminal convictions, excluding misdemeanor traffic offenses punishable only by fine.
4. Maintain support of Participating Employer for participation in IMT activities.
5. Keep Participating Employer advised of IMT activities that may require time off from work.
6. Advise TFS IMT point of contact of any change in notification process, i.e. address or phone number changes.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arrive within 2 hours from time of acceptance of mobilization request to the designated POA.
8. Be prepared to operate in the disaster environment.
9. Follow the IMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State or a federal agency for disaster assistance, and/or determination that pre-positioning on IMT is prudent, TFS shall request the activation of an IMT to respond to a designated POA.
2. TFS shall communicate an Alert and/or Activation notice to Members according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify Members of activation of an IMT.
2. Upon arrival at the POA, an initial briefing will be provided to include, maps, food, housing and any other items essential to the initial set-up and support of the IMT.
3. When an IMT is activated, the IMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.
4. The IMT shall be re-deployed to the original POA upon completion of the IMT mission.

C. Management

1. TFS will have overall management, command and control of all IMT resources and operations.
2. Tactical deployment of an IMT will be under the direction of the local Incident Commander and the IMT Incident Commander assigned to the incident.
3. TFS may remove a Member from the IMT deployment at any time with or without cause.

VII. TRAINING AND EXERCISES

A. Local IMT Sponsored Training and Exercises

Periodically Members will be requested or required to attend local IMT sponsored training or exercises. Local IMT sponsored training or exercises shall be performed at the direction, control and funding of the local IMT in order to develop the technical skills of Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored IMT Training and Exercises

Periodically Members will be required and/or invited to attend TFS/State IMT training and/or exercises. This training and exercises will be performed at the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the Member. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member will have successfully completed the AHIMT Course O-305 and be issued a position task book for the IMT position toward which they are working to complete.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Participating Employer

1. TFS will reimburse Participating Employer for all wages identified and allowed in the IMT Standard Pay Policy (Section VIII, C). TFS will reimburse all amounts necessary to fund allowable payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Participating Employer for the cost of backfilling while a Member is activated. This shall consist of:

A. 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. TFS 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.

B. Reimbursing 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. TFS will determine the Personnel Rehabilitation Period that will apply to each deployment based on the demobilization order for that deployment.

3. TFS will reimburse Participating Employer for reasonable travel expenses associated with Member's travel for IMT 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.
4. TFS will reimburse Participating Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.
5. Participating Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of Member as an Single Resource

1. TFS will pay a Single Resource Member for all wages specified in the IMT Standard Pay Policy (Section VIII, C).
2. TFS will reimburse a Single Resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for IMT 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. TFS will reimburse a Single Resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.
4. Single Resource Member must submit to TFS all reimbursement requests within 30 days of de-activation or completion of TFS/State sponsored training event.

C. Standard Pay Policy: This section delineates the policy for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a Member.

1. Pay Rate

- A. TFS will reimburse Participating Employer for the participation of each Member who is employed by them at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Participating Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Employer payroll printout submitted to TFS.

B. Participating Employer will be reimbursed for hours worked on the

deployment by Member, including travel and mobilization time, and will be reimbursed for overtime on the deployment which is calculated per their policies (i.e. either time worked over 8-hours per day or over 40-hours per week). Hours spent not working during the deployment will not be reimbursable (i.e. time sleeping). Mandatory days off are defined and reimbursable to the extent allowed by the latest version of the Interagency Incident Business Management Handbook. The handbook can be found at this link:

<http://www.nwcg.gov/sites/default/files/products/pms902.pdf>

- C. TFS will pay a Single Resource, Member at the rate identified with his/her IMT position on the IMT Pay Schedule by Position (see Attachment B). The Single Resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

- 2. **Work Periods:** Work periods shall be determined by the incident commander.

- A. Every day may be considered a workday during the Activation until the Activation is over, and the IMT returns to its original POA. Therefore, Saturday, Sunday, holidays and other scheduled days off may also be considered workdays during the timeframe of activation, if the Member is assigned a work period by the incident commander.

3. **Ordered Standby**

- A. 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.

D. **Reimbursement Process**

- 1. All requests for reimbursement must be submitted using the most current IMT Travel and Labor Reimbursement Form (Attachment C).
- 2. TFS will process payment to Participating Employer or Single Resource for all allowable expenses within 30 days of receipt of the properly completed and supported IMT Travel and Labor Reimbursement Form.
- 3. Neither Member nor Participating Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOA.
- 4. All financial commitments herein are made subject to availability of funds.

E. **Medical Care for Injury or Illness**

1. If Member incurs an injury or illness during an IMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Participating Employer for proper processing of Workers Compensation claim. Participating Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

F. Liability

1. It is mutually agreed that TFS, Participating Employer and Member shall each be responsible for their own losses arising out of the performance of this MOA.

G. Employment Status

1. The Member shall remain an employee of Participating Employer and not of TFS at all times. Single Resource is an independent contractor, and not an employee of TFS.
2. TFS has no obligation to make any payments to or on behalf of the Member except as expressly stated in this MOA. Member will not participate in any benefits which TFS offers to its employees.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

- A. This MOA may be modified or amended only by the written agreement of all parties.
- B. Any party, upon 30 day written notice, may terminate this MOA.
- C. This MOA is governed by the laws of the State of Texas. Venue for any suits related to this MOA shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS

Jon Reese
Assistant Chief – All Hazards Response
1900 South F.M. 369
Burkburnett, TX 76354
Tel#: 979-224-8236
e-mail: jon.reese@tfs.tamu.edu

Participating Employer

Williamson County Emergency Services
701 S. Main Street, #101
Georgetown, TX 78626
512-943-1550

Member

Aubury Holmes
48 Verde Ranch Loop,
Leander, Texas 78641
512-584-0349
aholmes@wilco.org

XI. GENERAL PROVISIONS

- A.** This MOA, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B.** Acceptance of funds under this MOA constitutes acceptance of the authority of TFS, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Section 51.9335(c), *Texas Education Code*. Member and Participating Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
- C.** Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to a Single Resource, Member or Participating Employer under this MOA may be applied directly toward certain debts or delinquencies that Member or Participating 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 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 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* requires the following statement: "Under Section 231.006, *Texas Family Code*, 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.** TFS, Member and Member's Participating Employer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). No party may discriminate against any individual under this MOA on the basis of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity. 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.
- F.** To the extent applicable, Member and Participating 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 Participating Employer that cannot be resolved in the ordinary course of business. Member or Participating Employer shall submit written notice of a claim of breach of contract under this Chapter to TFS's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

- G. If this MOA has a value of \$100,000 or more and if Participating Employer is a company, other than a sole proprietorship, with ten or more fulltime employees, then pursuant to *Texas Government Code* § 2271.002, Participating Employer certifies that Participating Employer does not boycott Israel and will not boycott Israel during the term of this MOA. For purposes of this provision, “company” and “boycott Israel” have the meanings provided in *Texas Government Code* § 808.001.
- H. Pursuant to Chapter 2252, *Texas Government Code*, Participating Employer certifies that Participating Employer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. TFS may terminate this MOA if this certification is inaccurate.
- I. Pursuant to Section 2155.0061, *Texas Government Code*, Participating Employer and Member each certify that Participating Employer is not ineligible to enter into this MOA due to financial participation by a person who, during the five-year period preceding the date of this MOA, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that TFS may terminate this MOA and withhold payment if this certification is inaccurate.
- J. Member, Participating Employer, and each person signing on behalf of Participating Employer, 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 A&M System, has direct or indirect financial interest in the award of this MOA, or in the services to which this MOA relates, or in any of the profits, real or potential, thereof.
- K. Participating Employer and Member each certify that Member has not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4.
- L. Participating Employer and Member each acknowledge that TFS is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this MOA, as well as any other disclosure of information required by applicable Texas law. Upon TFS’s written request, Participating Employer and Member shall provide specified public information exchanged or created under this MOA that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to TFS in a non-proprietary format acceptable to TFS. As used in this provision, “public information” has the meaning assigned in Section 552.002, *Texas Government Code*, but only includes information to which TFS has a right of access. Participating Employer and Member each acknowledge that TFS may be required to post a copy of the fully-executed MOA on TFS’s website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

XII. ENTIRE AGREEMENT

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

Attachment A, IMT Code of Conduct

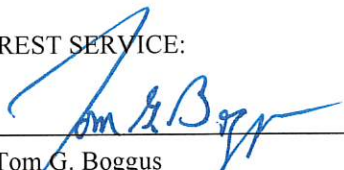
Attachment B, IMT Pay Schedule by Position

Attachment C, IMT Travel and Labor Reimbursement Form (most current revision)

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

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


TEXAS A&M FOREST SERVICE:

Signature: 
Name: Tom G. Boggus
Title: Director and State Forester
Date: 7-13-2020

PARTICIPATING EMPLOYER

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

MEMBER:

Signature: 
Name: Aubrey Holmes
Date: 08/21/2020

ATTACHMENT A

IMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCOLE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and the IMT Program.

ATTACHMENT B
IMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL()	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SPUL	SUPPLY UNIT LEADER	24
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

ATTACHMENT C

MOST CURRENT REVISION OF THE IMT TRAVEL AND LABOR REIMBURSEMENT FORM
