Memorandum of Understanding
Between
The Texas Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this 22nd day of August, 2011 by and between the Texas Forest Service, a member of The Texas A&M University System, an agency of the state of Texas (TFS) and Regional Incident Management Team (RIMT) Member Jason Lane (Member) and the Participating Agency/Employer Collin County (Employer).

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

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

III. PERIOD OF PERFORMANCE

This Contract shall begin as of the date of the last signature and shall terminate August 31, 2015, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing RIMT Members to deploy to a designated incident or event site. When the RIMT responds to such 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 RIMT Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.

B. Alert: The process of informing RIMT Members that an event has occurred and that RIMT may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of de-mobilizing RIMT Members upon notification from the State to stand down.

D. Director: The Director of TFS.

E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.

G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).

H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.

J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

V. RESPONSIBILITIES

A. TFS shall:

1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the RIMT and this agreement.

3. Provide training to RIMT 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. Develop, implement and exercise an internal notification and call-out system for RIMT Members.

5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.

6. Maintain all tools and equipment in the RIMT cache in a ready state.

7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.

8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT 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 RIMT activities.

2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.

3. Provide administrative support to employee members of RIMT, i.e. "time off" when fiscally reasonable to do so for RIMT 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 RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. Maintain support of Employer for participation in RIMT activities.

4. Keep Employer advised of RIMT activities that may require time off from work.

5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.

6. Be available for immediate call-out during the period Member's assigned RIMT is first on the rotation for call-out.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.

8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.

9. Be prepared to operate in the disaster environment.

10. Follow the RIMT 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 the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify members of activation of RIMT.

2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.

3. When RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.

2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

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

B. TFS/State Sponsored RIMT Training and Exercises

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT 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 RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member is required to attend a minimum of 50% of the available RIMT training and exercise opportunities provided for the assigned RIMT position. Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the RIMT. Exceptions may be granted at the discretion of the RIMT Incident Commander.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Employer

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.

3. TFS will reimburse 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 rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT 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.

5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.

6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

7. 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 RIMT Member as an Individual Resource

1. TFS will pay an individual resource Member for all wages specified in the RIMT Standard Pay Policy (Attachment B). Payment for these wages will be determined based upon the Member's RIMT position in the most current revision of the RIMT Pay Schedule by Position (Attachment C).

2. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT 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 an individual resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.

4. TFS will reimburse an individual resource Member for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

5. Individual resource Member must submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

C. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT 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 Employer for proper processing of Workers Compensation claim. 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.

D. Liability

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

E. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment D).

2. TFS will process payment to Employer or individual resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.

3. Neither Member nor Employer will be reimbursed for costs incurred by activations that are outside the scope of this agreement.

4. All financial commitments herein are made subject to availability of funds from the State.

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 30 day written notice, may terminate this MOU.

C. TFS 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, TFS 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, 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. Venue for any suits related to this agreement shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS

Paul Hannemann
John B. Connally Building
301 Tarrow, Suite 304
College Station, TX 77840
Tel#: 979-458-7344
e-mail: phannemann@tfs.tamu.edu

Employer

Member

Jason Lane
214 South Rike Street
Farmersville, TX 75442
Tel#: 214-801-9349
jlane@co.collin.tx.us

XI. ENTIRE AGREEMENT

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

Attachment A, RIMT Code of Conduct
Attachment B, RIMT Standard Pay Policy
Attachment C, RIMT Pay Schedule by Position (most current revision)
Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

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 TFS 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 FOREST SERVICE:

Signature: Tom G. Boggus
Name: Tom G. Boggus
Title: Director
Date: 8-27-11

PARTICIPATING AGENCY/EMPLOYER

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

RIMT MEMBER:

Signature: Jason Lane
Name: Jason Lane
Date: 5/23/12

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

TEXAS FOREST SERVICE:

Signature: _____
Name: Tom G. Boggus
Title: Interim Director
Date: _____

PARTICIPATING AGENCY/EMPLOYER

Signature: _____
Name: Keith Self
Title: County Judge
Date: 6/29/11

RIMT MEMBER:

Signature: _____
Name: Jason Lane
Date: 6/9/11

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE 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 RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

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 state activations of a RIMT member (Member).

III. Pay Rate

A. The Texas Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse 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 Employer payroll printout submitted to TFS.

B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual 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.

IV. Work Shift

A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.

B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

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 C

RIMT 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
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	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

Dated 5/8/09

ATTACHMENT D

MOST CURRENT REVISION OF THE RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM

TEXAS FOREST SERVICE
The Texas A&M University System

REGIONAL
INCIDENT MANAGEMENT TEAM
TRANSPORTATION (or FUEL) LOG

NAME 0

INCIDENT 0

Instructions:

1.) Please enter the cost of airfare and/or car rental expenses incurred to attend a TFS/State sponsored training event. An e-ticket and/or car rental receipt is required.
2.) Please enter each new day's starting and ending odometer reading to be reimbursed for mileage. This does not apply for car rentals.
3.) Indicate the destination and purpose of the travel being reimbursed.
4.) If you prefer to be reimbursed for fuel costs only, put N/A for the odometer reading and list the fuel expense under the Miles Driven column. Attach fuel receipts to a separate piece of paper and submit them with this log for reimbursement.
5.) The reimbursement rate is based on the State of Texas standard mileage rate and is subject to change. See this website: https://fmx.cpa.state.tx.us/fm/travel/travelrates.php for the current rate in effect.
6.) This log should be completed by hand and included with the request for reimbursement.
7.) Upon De-Activation, or completion of a TFS/State sponsored training event please Total, Sign and Date the bottom of this log.

	DATE	AIRFARE	CAR RENTAL	STARTING ODOMETER	ENDING ODOMETER	MILES DRIVEN	DESTINATION AND PURPOSE OF TRAVEL
1						0.0	
2						0.0	
3						0.0	
4						0.0	
5						0.0	
6						0.0	
7						0.0	
8						0.0	
9						0.0	
10						0.0	
11						0.0	
12						0.0	
13						0.0	
14						0.0	
15						0.0	
16						0.0	
17						0.0	
18						0.0	
19						0.0	
20						0.0	
21						0.0	
22						0.0	
23						0.0	
24						0.0	
25						0.0	
	SUB-TOTAL	$ -	$ -		**SUB-TOTAL**	$ -	*$ 0.51 /mi* $ -

To calculate the total mileage reimbursement: a.) Sum the Miles Driven by day and b.) Multiply the total miles driven by the current State of Texas standard mileage rate in effect.

TOTAL	$ -

Signature of RIMT Member *Date*

Revised 03/07/11