

**Memorandum of Understanding  
Between  
Texas Department of Public Safety  
The Texas Division of Emergency Management  
And  
State Operation Public Works Response Team  
Employer and Member**

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, and becomes effective the date of final signature, by and between the Texas Department of Public Safety (DPS), Texas Division of Emergency Management (TDEM), and Public Works Response Team (PWRT) Member \_\_\_\_\_ (Member) and the Participating Agency/Employer \_\_\_\_\_ (Employer).

**I. PURPOSE**

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

**II. SCOPE**

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

**III. PERIOD OF PERFORMANCE**

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

**IV. DEFINITIONS**

- A. Activation: The process of mobilizing Members to deploy to a designated incident or event site. When the PWRT responds to such a mobilization request, the Member is required to arrive at the designated Point of Assembly (POA) with all equipment and personal gear within two (2) 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 PWRT activities shall begin.
- B. Alert: The process of informing Members that an event has occurred and that PWRT may be activated at some point within the next 24-48 hours.

- C. De-Activation: The process of de-mobilizing Members upon notification from the State.
- D. Member: An individual who has been formally accepted into a PWRT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.
- E. Participating Agency/Employer (Employer): The Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the PWRT.
- F. PWRT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.
- G. State: For the purpose of this MOU, the State of Texas through the Texas Department of Public Safety, Texas Division of Emergency Management.
- H. State Sponsored PWRT Training and Exercises: Training and/or exercises performed at the direction, control and funding of the State.
- I. Local PWRT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or PWRT Member in order to develop and maintain the incident management capabilities of the member and the PWRT. PWRT sponsored training shall be coordinated with State staff and receive prior written authorization to conduct such training.

## V. RESPONSIBILITIES

- A. TDEM shall:
  - 1. Recruit and organize the PWRT, according to guidelines prescribed by the State.
  - 2. Provide administrative, financial, and personnel management related to the PWRT and this MOU.
  - 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. Develop, implement and exercise an internal notification and call-out system for Members.
  - 5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved PWRT cache list.

6. Maintain all tools and equipment in the PWRT cache in a ready state.
7. Provide coordination between the State, other relevant governmental and private entities, Employer, and Member.
8. Maintain a primary contact list for all Members.
9. Maintain personnel files on all members of PWRT 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 PWRT activities.
2. Provide a primary point of contact to the State for the purpose of notification of PWRT activities.
3. Provide administrative support to employee members of PWRT, i.e. time off when fiscally reasonable to do so for PWRT activities such as training, meetings and actual deployments.
4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of State sponsored PWRT training of the Member.

C. Member shall:

1. Perform 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. Member shall submit to a background check consistent with DPS policies. Individuals who refuse to submit to a background check will be denied participation in the PWRT program.
4. Maintain support of Employer for participation in PWRT activities.
5. Keep Employer advised of PWRT activities that may require time off from work.
6. Advise PWRT point of contact of any change in notification process, i.e. address or phone number changes.
7. Be available for immediate call-out during the period Member's assigned PWRT is first on the rotation.

8. Immediately respond to a mobilization request with acceptance or refusal of current mission request and arrive at the assigned POA within two (2) hours from time of mobilization request.
9. Maintain all equipment issued by the PWRT in a ready state and advise TDEM Manager deployed with the PWRT of any lost, stolen, or damaged items assigned to Member.
9. Be prepared to operate in the disaster environment.
10. Follow the PWRT 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 PWRT is prudent, TDEM shall request the activation of the PWRT to respond to a designated POA.
2. The State shall communicate an Alert and/or Activation notice to Members through the internal paging and call-out system according to the current approved mobilization plan.

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

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

### **C. Management**

1. The State shall have overall management, command and control of all PWRT resources and operations.
2. Tactical deployment of the PWRT will be under the direction of the local Incident Commander and the PWRT Incident Commander assigned to the incident.

3. The State may remove the Member from the PWRT at any time with or without cause.

## **VII. TRAINING AND EXERCISES**

### **A. Local PWRT Sponsored Training and Exercises**

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

### **B. State Sponsored PWRT Training and Exercises**

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

### **C. Minimum Training Requirements**

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

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

### **A. Reimbursement to Employer**

1. The State shall reimburse Employer for all wages identified and allowed in the PWRT Standard Pay Policy (Attachment B). The State shall reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.
2. In accordance with current pay policies, the State shall 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. In accordance with current pay policies, the State shall 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. The State shall determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

4. The State shall reimburse Employer for reasonable travel expenses associated with Member's travel for PWRT training or deployment. All travel reimbursements shall be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
5. The State shall reimburse Employer for reasonable (as determined by the State) personal costs associated with Member's participation in a deployment.
6. The State shall reimburse Employer for emergency procurement of PWRT materials, equipment, and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Member shall obtain prior approval from the TDEM manager deployed with the PWRT and original receipts for such items shall be submitted with reimbursement request to the State.
7. Employer shall submit to the State all reimbursement requests within thirty (30) days of Member de-activation or completion of the State sponsored training event.

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

If Member incurs an injury or illness during a PWRT training exercise or deployment, the State will pay for triage medical care to ensure Member is treated and medically evaluated. The State shall notify Employer for processing of potential Workers' Compensation claims. Employer shall be responsible for handling any additional medical care for work related injuries or illnesses under its Workers' Compensation insurance. Member shall be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance. Members are not eligible for Workers' Compensation through the State.

**C. Liability**

The State, Employer and Member shall each be responsible for their own losses arising out of the performance of this MOU.

**D. Reimbursement Process**

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

2. The State shall process payment to Employer for all allowable expenses within 30 days of receipt of the properly completed and supported PWRT Travel and Personnel Reimbursement Form.
3. Employer will not be reimbursed for costs incurred by activations that are outside the scope of this MOU.
4. All financial commitments herein are made subject to availability of funds from the State.

E. Employment Status

1. At no time shall the Member become an employee of the State.
2. The State has no obligation to make any payments to or on behalf of the Employer or Member except as expressly stated in this MOU. The State will not withhold any amount that would normally be withheld from an employee's pay and the Member will not participate in any benefits the State offers to its employees.

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

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. Any party, upon thirty (30) day written notice, may terminate this MOU.
- C. The State complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, the State shall not discriminate against any employee or Member on the grounds of race, color, religion, sex, or national origin. In addition the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.
- D. This MOU is governed by the laws of the State of Texas. Except as provided by the Texas Government Code, Chapter 2260 and the State Office of Administrative Hearings' administrative rules, venue for any litigation or contract claims shall be in the State Office of Administrative Hearings or a court of competent jurisdiction in Travis County, Texas.

## **X. POINTS OF CONTACT**

### **TDEM**

Tom Polonis  
Deputy Assistant Director  
5805 N. Lamar Blvd  
Austin, Texas 78752  
Tel#: 512-424-2258  
e-mail: [tom.polonis@dps.texas.gov](mailto:tom.polonis@dps.texas.gov)

### **Employer**

### **Member**

## **XI. GENERAL PROVISIONS**

- A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this MOU constitutes acceptance of the authority of the State, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Member and Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
- C. Pursuant to Texas Government Code Section 2252.903 any payments owing to the Member or Employer under this MOU may be applied directly toward certain debts or delinquencies that Member or Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- D. A child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- E. To the extent applicable, the Member and Employer shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Member or Employer that cannot be resolved in the ordinary course of business.

Member or Employer shall submit written notice of a claim of breach of contract under this Chapter to the State's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

**XII. ENTIRE AGREEMENT**

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

- Attachment A, PWRT Code of Conduct
- Attachment B, PWRT Standard Pay Policy
- Attachment C, PWRT Position
- Attachment D, Texas Standard Incident Reimbursement Form (most current version)

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

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

Texas Department of Public Safety:

Signature: \_\_\_\_\_  
Name: Robert J. Bodisch, Sr.  
Title: Deputy Director, Homeland Security Operations  
Date: \_\_\_\_\_

**EMPLOYER**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MEMBER:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

# ATTACHMENT A

## PWRT Code of Conduct

- Transportation and use of illegal drugs and alcohol are prohibited..
- Firearms may only be carried by current TCLEOSE certified commissioned officers.
- Normal radio protocol shall be used.
- Radio traffic shall be kept to as-needed.
- Members shall familiarize themselves with their chain of command and to whom they report.
- Members shall limit procurement of equipment to as-needed.
- Members shall obtain permission before taking possession of anything other than their own personal belongings.
- Members shall act professionally at all times.
- Members shall remain in a state of readiness even when unassigned.
- Recreation is limited to unassigned hours.
- Members shall maintain and wear safety gear and clothing.
- Members shall wear their proper uniform.
- Members shall understand that their actions reflect their organization and the PWRT.

# **ATTACHMENT B**

## **PWRT Standard Pay Policy**

### **I. Scope**

The provisions of this policy apply to all members of a PWRT.

### **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 Member.

### **III. Pay Rate**

A. The State shall reimburse the 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. The State 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 shall also be shown on or attached to the Employer payroll printout submitted to the State.

B. The workweek shall consist of seven (7) 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 PWRT 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 Member 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 a Member is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

## ATTACHMENT C

### PWRT Position

1. Chemical engineers apply the principles of chemistry, biology, and physics to solve problems involving the production of chemicals, fuel, drugs, food, and many other products.
2. Civil Engineer III designs and supervises construction projects such as airports, bridges, channels, dams, railroads, and roads. Responsibilities also include estimating costs, personnel, and material needs, preparing proposals and establishing completion dates.
3. Construction and Building Inspectors ensure that construction meets local and national building codes and ordinances, zoning regulations, and contract specifications.
4. Electrical engineers design, develop, test, and supervise the manufacturing of electrical equipment, such as electric motors, radar and navigation systems, communications systems, and power generation equipment.
5. Mechanical Engineers design, develop, build, and test mechanical and thermal devices, including tools, engines, and machines.
6. Utility Engineers perform professional-level design, planning, and operations support of engineering projects related to water, wastewater, reclaimed water, natural gas, and solid waste facilities and landfill closures to ensure quality utility services that comply with federal, state, and local regulations.
7. Water engineers undertake a wide range of technical and non-technical duties in their role of supplying, managing and maintaining clean water and sewerage/waste water services and preventing flood damage.

**ATTACHMENT D**

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