



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 8, 2013

**Prepared By/Phone Number:** Danny Hobby, 854-4416

**Elected/Appointed Official/Dept. Head:** Danny Hobby

**Commissioners Court Sponsor:** County Judge Samuel T. Biscoe

### AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS A&M ENGINEERING EXTENSION SERVICE AND TEXAS TASK FORCE ONE MEMBER AND THE PARTICIPATING AGENCY/EMPLOYER FOR THE FOLLOWING TRAVIS COUNTY STAR FLIGHT STAFF:

- |                      |                         |
|----------------------|-------------------------|
| 1. Sean Allen        | 16. Mark A. Parcell     |
| 2. Earl Barbin       | 17. Patrick W. Phillips |
| 3. Lynn Burttschell  | 18. Casey W. Ping       |
| 4. Willy Culberson   | 19. Andrew Pohl         |
| 5. William Derrick   | 20. Howard Polden       |
| 6. James R. Esquivel | 21. Chris Postiglione   |
| 7. Matt Gardner      | 22. Clay Preston        |
| 8. William Hanson    | 23. Jim Reid            |
| 9. Michael Hill      | 24. Mike Self           |
| 10. James Jackson    | 25. Charles Spangler    |
| 11. John Jacobsen    | 26. Mike J. Summers     |
| 12. Marc Jones       | 27. Kenneth Thompson    |
| 13. Stephen W. Maier | 28. Jamie Van Wagner    |
| 14. Kristin McLain   | 29. Stanley Wedell      |
| 15. Robert Pado      | 30. Scott White         |

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On April 21, 2009, Travis County and the Texas A&M Engineering Extension Service ("TEEX") entered into a MOU for the purposes of Urban Search and Rescue activities. These activities are provided at the request of the State of Texas and/or the Federal Government provided at the option

of the participating agency/employer and the employee. These activities may be in conjunction with or in preparation of a state or federal declared disaster.

This request is to add STAR Flight personnel who need to be covered by the MOU. See attached MOU and sample signature approval page. Personnel included in this request are listed on this agenda cover sheet and their signature pages are in individual folders in the Judge's Office.

Travis County offers unique capability with its STAR Flight employees and their search and rescue capabilities that is not readily available elsewhere

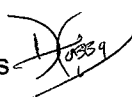


7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

### MEMORANDUM

**To:** Travis County Commissioners Court

**Through:** Danny Hobby, County Executive, Emergency Services 

**From:** Casey Ping, Program Manager, **STAR Flight**

**Date:** October 2, 2013

**Subject:** Texas A&M Engineering Extension Service (TEEX) MOU

On April 21, 2009, Travis County and TEEX entered into a MOU for the purposes of Urban Search and Rescue activities. These activities are provided at the request of the State of Texas and/or the Federal Government provided at the option of the participating agency/employer and the employee. These activities may be in conjunction with or in preparation of a state or federal declared disaster.

This request is to add STAR Flight personnel who need to be covered by the MOU. See attached MOU and sample signature approval page. Personnel included in this request are listed on the agenda cover sheet and their signature pages are in individual folders in the Judge's Office.

Travis County offers unique capability with its **STAR Flight** employees and their search and rescue capabilities that is not readily available elsewhere. This MOU is currently only for personnel and does not include use of aircraft.

Upon receipt of activation the **STAR Flight** management team will assess the threat to Central Texas/Travis County, available personnel and TEEX request. We will maintain sufficient resources to cover both **STAR Flight** aircraft 24/7 should the need arise. Excess personnel may be deployed to TEEX at their discretion.

Under the terms of the MOU, TEEX covers the employee cost while deployed and any overtime cost associated with covering the deployed personnel.

We feel this program is good for the citizens of Texas during times of disasters and offers potentially life saving services that might not otherwise be available. We get to apply the lessons learned in our operations and improve our service to Travis County citizens.

Emergency Services and **STAR Flight** management recommend approval of this MOU.

Thank you for your consideration in this matter.



**Memorandum of Understanding  
Between  
The Texas A&M Engineering Extension Service  
And  
Texas Task Force One Member  
And  
The Participating Agency/Employer**

An agreement entered into this 1st day of November, 2013 by and between Texas Task Force One (TX-TF1), a division of the Texas A&M Engineering Extension Service (TEEX), and \_\_\_\_\_ (**Member**) and his/her employer Star Flight, located in Austin, Texas (Participating Agency/Employer).

**I. PURPOSE**

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

**II. SCOPE**

The provisions of this Memorandum of Understanding (MOU) apply to US&R activities performed at the request of the State of Texas and the Federal government provided at the option of the Participating Agency/Employer and the **Member**. These activities may be in conjunction with, or in preparation of, a state or federal declaration of disaster.

The scope of this MOU also includes training activities mandated by the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and TEEX to maintain Task Force operational readiness.

**III. PERIOD OF PERFORMANCE**

This MOU shall begin as of the date of the last signature and shall terminate October 31, 2018 or as described in section IX of this MOU.

**IV. DEFINITIONS**

- A. **Activation:** The process of mobilizing TX-TF1 members to deploy to a designated disaster site. When TX-TF1 responds to such a mobilization request, the TX-TF1 members are required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within four hours of activation notice.
- B. **Alert:** The process of informing TX-TF1 members that an event has occurred and that TX-TF1 may be activated at some point within the next 24-48 hours.
- C. **Backfill:** The assignment of personnel by a participating agency to meet their minimum level of staffing to replace a deployed TX-TF1 member.

- D. De-Activation: The process of de-mobilizing TX-TF1 members upon notification from the State or DHS/FEMA to stand down.
- E. Director: The Director of TEEX.
- F. DHS/FEMA: Department of Homeland Security/Federal Emergency Management Agency
- G. Individual Resource: A rostered TX-TF1 member that is self-employed and is not associated with a Participating Agency/Employer.
- H. Participating Agency/Employer: A TX-TF1 **Member's** employer, which by execution of this MOU, has provided official sanction of TX-TF1 and supports the TX-TF1 **Member's** involvement within TX-TF1.
- I. Personnel Rehabilitation Period: The period sometimes allowed by the requesting agency for TX-TF1 members' rehabilitation to normal conditions of living following activation.
- J. Reasonable Personal Costs: Approved out-of-pocket expenses incurred by TX-TF1 members in performance of their duties as a deployed TX-TF1 member.
- K. State: For the purpose of this MOU, the State of Texas.
- L. Support Specialist: A person who assists with administrative or other support during mobilization, ground transportation, and demobilization of TX-TF1.
- M. Task Force/Strike Team: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing search and rescue needs during disasters.
- N. Task Force Sponsored Training: Training and/or exercises performed at the direction, control, and funding of DHS/FEMA or TX-TF1.
- O. Task Force Sanctioned Training: Training and/or exercises performed at the direction, control, and funding of a Participating Agency/Employer or TX-TF1 member in order to develop and maintain the US&R capabilities of the TX-TF1 member and the Task Force. Task Force sanctioned training shall be coordinated with TEEX/US&R staff and receive written authorization to conduct such training prior to the start of the training.
- P. TEEX: Texas A&M Engineering Extension Service, a state agency, a member of the Texas A&M University System, and the sponsoring agency for TX-TF1.
- Q. TX-TF1 members: The collective membership of all rostered TX-TF1 members. TX-TF1 members may be singularly referred to as member.
- R. Urban Search and Rescue (US&R): Specialized tactics, personnel, and equipment suited to the unique search, rescue, and recovery problems associated with natural or man-made disasters.

## V. RESPONSIBILITIES

- A. TEEX shall be responsible for the following:
  - 1. Recruiting and organizing a Task Force, according to guidelines prescribed in the National US&R Response System Operations Manual.
  - 392. Ensuring that each TX-TF1 member meets the necessary licensing, certification, or other professional qualification requirements of his/her assigned position.

393. Administrative, financial and personnel management as they relate to TX-TF1 and performing all financial requirements as set forth herein.
394. Providing training to TX-TF1 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.
395. Developing, implementing, and exercising a notification and call-out system for TX-TF1 members.
396. Providing all personal protective equipment and uniforms as required by TX-TF1.
397. Providing all tools and equipment necessary to conduct safe and effective US&R operations as listed in the current approved cache list.
398. Maintaining all tools and equipment in the US&R cache in a ready state.
399. Coordination between DHS/FEMA, the State, Participating Agencies/Employers, other relevant governmental and private entities, and the individual TX-TF1 members.
400. Maintaining a primary contact list for all TX-TF1 members.
401. Maintaining personnel files on all TX-TF1 members for the purpose of documenting training records, emergency notification, and other documentation as required by DHS/FEMA and the State.

B. The Participating Agency/Employer shall be responsible for:

1. Maintaining a roster of all its personnel participating in TX-TF1 activities.
2. Providing a primary point of contact to TEEX for the purpose of notification of TX-TF1 activities.
3. Providing administrative support to employee members of TX-TF1, i.e. "time off" when fiscally reasonable to do so for TX-TF1 activities such as training, meetings, and actual deployments.
4. The submission of personnel reimbursement claims within forty-five (45) days of official de-activation of the TX-TF1 member(s).

C. The **Member** is responsible for the following:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position in a wide range of environments per TX-TF1 SOG, vol.1 ref 1-09 sec.1.01.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
3. Maintain support from your Participating Agency/Employer to participate in TX-TF1 activities.
4. Advise employer of TX-TF1 activities that may require time off work.

5. Advise TEEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System".
6. Ensure availability for immediate call-out during the period **Member's** assigned team is first on rotation for call-out.
7. Respond immediately to call-out with acceptance or refusal of current mission request and arrive within 4 hours from time of call-out to the assigned point of assembly (POA).
8. Maintain all equipment issued by TX-TF1 in a ready state and advise TEEEX of any lost, stolen or damaged items assigned to **Member**.
9. Completing and documenting the required immunizations listed in Attachment D.
10. Be prepared to operate in the disaster environment for not more than fourteen (14) consecutive days.
11. Follow the TX-TF1 Policies and Procedures as published at [www.texastaskforce1.org](http://www.texastaskforce1.org).

## VI. PROCEDURES

### A. Activation

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

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

1. TEEEX will notify TX-TF1 members of activation of TX-TF1.
2. Upon arrival at the POA, the State or a DHS/FEMA representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of TX-TF1.
3. When TX-TF1 is activated, TEEEX will be responsible for the movement of TX-TF1 members and all necessary equipment to the pre-designated point of departure (POD) for ground transportation or air transport.
4. The State or DHS/FEMA will provide transportation from the POD to the disaster site and transportation on the return trip.
5. TEEEX will be responsible for the demobilization of TX-TF1 members and equipment to the original POA upon completion of the US&R mission.

### C. Management

1. TEEEX will have overall management, command and control of all TX-TF1 resources and operations.
2. Tactical deployment of TX-TF1 will be under the direction of the local Incident



Commander and the Task Force Leader(s) assigned to the incident.

## VII. TRAINING AND EXERCISES

- A. DHS/FEMA-Sponsored Training and Exercises  
Periodically TX-TF1 members will be required to attend DHS/FEMA sponsored functional training. DHS/FEMA sponsored functional training shall be performed at the direction, control and funding of DHS/FEMA in order to develop the technical skills of the US&R Response System members.
- B. Task Force Sponsored Training and Exercises  
Periodically TX-TF1 members will be requested or required to attend Task Force sponsored training or exercises. Task Force sponsored training or exercises shall be performed at the direction, control and funding of TX-TF1 in order to develop the technical skills of TX-TF1 members.
- C. Task Force Sanctioned Training and Exercises  
Periodically TX-TF1 members will be required and/or invited to attend Task Force sanctioned training and/or exercises. Task Force sanctioned training and exercises may be performed at the direction, control and funding of TEEX, a Participating Agency/Employer, or the State of Texas in order to develop and maintain the US&R capabilities of TX-TF1.
- D. Non-Sponsored and/or Non-Sanctioned Training and Exercises  
Non-sponsored and/or non-sanctioned training and/or exercises may be performed at the direction, control and funding of a Participating Agency/Employer or TX-TF1 member in order to develop and maintain the US&R capabilities of TX-TF1.
- E. Minimum Training Requirements  
All TX-TF1 members are required to maintain the skills and abilities identified in the position description requirements (PD). TX-TF1 members are required to attend one of the scheduled Full Scale exercises or Mobility Exercises and one Regional Training Event annually. TX-TF1 members are required to attend a minimum of 50% of the TX-TF1 sponsored and sanctioned training opportunities provided for their assigned Task Force position. Failure to attend a minimum of 50% of those training opportunities will result in dismissal from the TX-TF1. Exceptions may be granted at the discretion of TEEX or the Task Force Leader.

## VIII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

- A. Reimbursement of Participating Agencies/Employers
1. TEEX shall reimburse Participating Agencies/Employers for each of their employees deployed as a TX-TF1 member for payroll associated costs during TX-TF1 members' participation in state and/or federal disaster deployments. This reimbursement will be in accordance with the TX-TF1 Pay Policy and will require Participating Agencies/Employers to submit supporting documentation to TEEX prior to reimbursement.
  2. TEEX will reimburse the Participating Agency/Employer for cost of backfilling TX-TF1 members while activated. This shall consist of expenses generated by the replacement of a deployed TX-TF1 member on their normally scheduled duty period/day. The Participating Agency/Employer may reclaim expenses provided the

base salary of the replacement worker is not included in the request for reimbursement. TEEEX cannot pay for hours backfilled other than those that coincide with US&R hours worked.

3. TEEEX will reimburse the Participating Agency/Employer for salaries and backfill expenses of any deployed TX-TF1 member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed TX-TF1 member's regularly scheduled shift begins or ends within the identified rehabilitation period, the Participating Agency/Employer may give the deployed TX-TF1 member that time off with pay and backfill his/her position. If a TX-TF1 member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for that TX-TF1 member. TEEEX will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

**B. Reimbursement of a TX-TF1 Member as an Individual Resource**

1. TEEEX will pay a TX-TF1 member who is identified as an individual resource for all wages specified in the TX-TF1 Standard Pay Policy. Upon receipt of the TX-TF1 member's completed personnel reimbursement form, TEEEX shall pay directly to that individual all earned wages as determined by his/her Task Force position on the TX-TF1 Pay Schedule by Position.

**C. Other Reimbursements**

1. TX-TF1 members shall be reimbursed for TEEEX approved reasonable personal costs associated with operations and maintenance of the Task Force during a state or federal activation. Itemized receipts are required. TEEEX cannot reimburse Texas sales tax and Texas Hotel Occupancy taxes. Should un-reimbursable taxes be charged accidentally, they should be removed at the time of purchase and the credit should be visible on the receipt. All receipts must be submitted to the TEEEX Business Office within fifteen (15) days of deactivation.
2. TX-TF1 members shall be reimbursed for reasonable travel costs associated with approved training in accordance with established Texas Task Force 1 Travel policy. Itemized receipts are required and should not include Texas Hotel Occupancy taxes as they are not reimbursable. Receipts should be submitted to the TEEEX Business Office within fifteen (15) days from the end of the trip.
3. Emergency procurement of Task Force materials, equipment and supplies purchased and consumed by TX-TF1 members in providing requested assistance shall be reimbursed on a replacement basis. Prior approval by TX-TF1 leadership must be obtained and itemized receipts for such items shall be submitted to TEEEX. Texas sales tax is not reimbursable.
4. No TX-TF1 member or the Participating Agency/Employer shall be reimbursed for costs incurred by activations that are outside the scope of this MOU.
5. All financial commitments herein are made subject to availability of funds from the State of Texas and/or DHS/FEMA.
6. TEEEX shall perform all duties of an employer in relation to a TX-TF1 member who is injured and eligible to receive benefits under Chapter 501 of the Texas Labor Code.

**IX.**

**CONDITIONS, AMENDMENTS, AND TERMINATION**

- A. This MOU may be modified or amended only with the written agreement of all parties, and all amendments will be attached to this MOU.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TEEEX complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, TEEEX will not discriminate against any employee or TX-TF1 member on the grounds of race, color, religion, sex, or national origin. In addition the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on a basis prohibited by Texas or federal law or on a basis of economic status.

**X. LIABILITY AND WORKERS' COMPENSATION FOR FEDERAL ACTIVATION AND SPONSORED TRAINING**

- A. Liability of Individual TX-TF1 Members
  - 1. When TX-TF1 is activated by DHS/FEMA under the terms of this MOU, the Non-liability clause as stated in P.L. 93-288, as amended Section 305 will be in effect: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this Act."
  - 2. Upon activation by DHS/FEMA, each TX-TF1 member shall be appointed as an "excepted temporary federal employee", under the authority of the Stafford Act, Sec. 306(b)(1). DHS/FEMA, the State of Texas or TEEEX shall not be liable for any interference with the TX-TF1 member's seniority or pension rights or any interruption of his or her continuous service with his or her employer or any adverse employment consequences which occurs by reason of his or her participation with TX-TF1.
  - 3. The U.S. Department of Justice has indicated to DHS/FEMA that during a federal activation duly appointed and activated TX-TF1 members are regarded as "excepted temporary federal employees" for purposes of Federal Tort Claims Act, 28 U.S.C. Sec. 2671. The applicability of the Federal Tort Claims Act to any claim, action or lawsuit is determined by the U.S. Department of Justice in accordance with applicable laws, regulations and policies and not by DHS/FEMA or the State of Texas.
- B. Workers' Compensation, Long Term Disability and Death
  - 1. TX-TF1 members who are injured while participating in DHS/FEMA sponsored training and exercises or US&R activities following a federal activation may be eligible for coverage under the Federal Employee's Compensation Act, administered by the Department of Labor.
  - 2. The benefit levels and schedule of awards for Federal workers' compensation are those delineated in the Federal Employees' Compensation Act, as administered by the Department of Labor.
  - 3. TX-TF1 members permanently disabled and the survivors of TX-TF1 members who lose their lives in the performance of DHS/FEMA sponsored training and exercises or US&R activities following a federal activation may be eligible for benefits under

the Public Safety Officers' Benefits Act, 42 U.S.C. Sec. 3796 administered by the U.S. Department of Justice.

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

- A. During any period in which TX-TF1 is activated by the State of Texas, or during any TX-TF1 sponsored or sanctioned training, TX-TF1 members who are not employees of a component of the Texas A&M University System or another agency of the State 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. Services with TX-TF1 by a state employee TX-TF1 member who is activated are considered to be in the course and scope of the employee's regular employment with the State.

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

- A. During non-TX-TF1 training and exercises, TX-TF1 members who are not employees of a component of the Texas A&M University System or another agency of the State will not be included in the same workers' compensation coverage afforded TX-TF1 members that are activated or attending DHS/FEMA or TX-TF1 sponsored or sanctioned training and/or exercises.

**XIII. ENTIRE AGREEMENT**


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

- Attachment A, Immunizations
- Attachment B, TX-TF1 Standard Pay Policy
- Attachment C, TX-TF1 Pay Schedule by Position
- Attachment D, TX-TF1 Request for Reimbursement Form

Participating Agency/Employer and **Member** hereby acknowledge that they have read and understand this entire MOU. The terms and conditions herein contained, together with any exhibits and/or addendum attached are the full and complete terms of this MOU, and no alterations, amendments, or modifications of the same shall be binding, unless first reduced to writing and signed by both parties.

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

**TEXAS A&M ENGINEERING EXTENSION SERVICE (TEEX):**

<u></u> Authorized Signature	<u>Billy Parker</u> Printed Name	<u>06/07/2013</u> Date
<u>200 Technology Way</u> Address	<u>College Station</u> City	<u>TX, 77845-3424</u> State, Zip
<u>(979) 458-0849</u> Phone Number	<u>37167167164025</u> TX VIN	

**PARTICIPATING AGENCY/EMPLOYER:**

\_\_\_\_\_  
Employer Name

_____ Authorized Signature	_____ Printed Name	_____ Date
_____ Address	_____ City	<u>TX, 77840</u> State, Zip
_____ Phone Number	_____	

**TX-TF1 MEMBER:**

_____ Authorized Signature	_____ Printed Name	_____ Date
_____ Address	_____ City	_____ State, Zip
_____ Phone Number	_____ Email Address	

**Attachment A**

**Texas Task Force 1  
Immunization List**

All active TX-TF1 members must maintain current immunizations for the following:

- Diphtheria/Tetanus (or Tetanus only if there is a contra-indication to Diphtheria)
- Hepatitis A
- Hepatitis B
- Measles/Mumps/Rubella (if born after 1957)
- Polio

**Attachment B****Texas Task Force One  
Standard Pay Policy****I. Scope**

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

**II. Purpose**

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during all federal and state activations of a TX-TF1 member.

**III. Pay Rate**

- A. TX-TF1 will reimburse a Participating Agency/Employer for the participation of each activated TX-TF1 member who is employed by that Participating Agency/Employer at the hourly rate or salary identified on the most current payroll printout provided by the Participating Agency/Employer requesting salary reimbursement. TX-TF1 may also reimburse Participating Agency/Employer for the allocable portion of fringe benefits paid to or on behalf of the TX-TF1 member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Agency/Employer's payroll printout submitted to TEEX.
- B. As an individual resource, TX-TF1 members not employed by a Participating Agency/Employer will be paid at a rate identified with his/her TX-TF1 position on the TX-TF1 Pay Schedule by Position attached as Appendix G. The individual resource's 40-hour workweek will begin upon acceptance of the mission. The Individual Resource will receive the standard base rate of pay for the first 8 hours of each work day, Monday through Friday, based on an 8 am to 5 pm workday. Hours above this will be paid at 1 ½ time the member's base rate of pay.
- C. TEEX employees who hold positions on TX-TF1 will be paid in accordance with Section IV below. Actual payroll printouts reflecting salaries, wages and fringe benefits will be available for review and documented during the reimbursement process.

**IV. Deployment Work Shift**

- A. Every day is considered a workday during the Deployment until the activation is over, and the Task Force returns to its original Point of Assembly (otherwise known as "portal to portal"). Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.
- C. Once activated, all non-FLSA exempt TX-TF1 members will receive the standard base rate of pay for all hours they are scheduled to be on duty during a work day. A work day is defined from midnight to midnight. Additional hours during this day not scheduled on duty will be paid at 1 ½ times the standard base rate of pay. Kelly days are considered off duty hours.
- D. All FLSA-exempt TX-TF1 members will receive their normal salary for all hours worked during the activation. FLSA-exempt members will not receive an overtime rate. However, all hours will be reimbursed at their straight time rate which will be coordinated with members' Participating Agency/Employer.

**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****Texas Task Force 1 Pay Schedule by Position**

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

<u>Assignment</u>	<u>Hourly Rate</u>	<u>Assignment</u>	<u>Hourly Rate</u>
<i>Medical Team Manager</i>	<i>\$101.00</i>	<i>Safety Officer</i>	<i>\$33.75</i>
<i>Task Force Leader</i>	<i>\$50.00</i>	<i>Rescue Squad Officer</i>	<i>\$33.75</i>
<i>Structural Specialist</i>	<i>\$47.50</i>	<i>Planning Officer</i>	<i>\$33.75</i>
		<i>Technical Info Specialist</i>	<i>\$33.75</i>
<i>Haz-Mat/WMD Manager</i>	<i>\$39.00</i>	<i>Communications Specialist</i>	<i>\$33.75</i>
<i>Search Team Manager</i>	<i>\$39.00</i>		
<i>Rescue Team Manager</i>	<i>\$39.00</i>	<i>Technical Search Specialist</i>	<i>\$28.00</i>
<i>Logistics Team Manager</i>	<i>\$39.00</i>	<i>Rescue Specialist</i>	<i>\$28.00</i>
<i>Plans Manager</i>	<i>\$39.00</i>	<i>Medical Specialist</i>	<i>\$28.00</i>
		<i>Logistics Specialist</i>	<i>\$28.00</i>
		<i>Heavy Rigging Specialist</i>	<i>\$28.00</i>
		<i>Haz-Mat/WMD Specialist</i>	<i>\$28.00</i>
		<i>K-9 Specialist</i>	<i>\$28.00</i>





Attachment D



## Request for Reimbursement - Invoice

Your Invoice Number: \_\_\_\_\_  
 (This number will appear on the check for our tracking purposes)

Participating Organization: \_\_\_\_\_

Date: \_\_\_\_\_ Fed. Tax ID No.: \_\_\_\_\_

Check Payable To: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City, St, Zip \_\_\_\_\_

Contact Email: \_\_\_\_\_

Major Cost Element	TX-TF1 Member(s)	Backfill TRUE DIFFERENTIAL*	Total Amt. Requested
Salaries	\$0.00	\$0.00	\$0.00
Mileage/Per Diem	\$0.00	XXXXXXXXXXXX	\$0.00
Misc. Charges (receipts req.)	\$0.00	XXXXXXXXXXXX	\$0.00
<b>Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

\*This column should contain only the overtime costs associated with the backfill. FEMA, the State of Texas, or TEEX will not pay the basic salary of backfill position.

Once you have completed, please forward along with the appropriate payroll printouts to the following:

TEEX - Texas Task Force One  
 ATTN: Business Office/Deployments  
 P.O. Box 40006  
 College Station, TX 77842-4006

If you have any questions regarding this form, please contact the US&R Business Office at 979-458-0857. Thank you.

**Certification:**

I certify, to the best of my knowledge and belief, that the billed costs or disbursements are in accordance with the terms and conditions of the MOU, that reimbursement for alcoholic beverages has not been requested, and that payment is due and has not previously been requested.

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

Name/Title: \_\_\_\_\_

For TEEX Use Only

Approved for Payment: _____	Date: _____
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