

# **INTERLOCAL COOPERATION CONTRACT**

## **Between the Department of Public Safety of the State of Texas Texas Division of Emergency Management (DPS/TDEM) and Hutto Fire Rescue, (Participating Agency)**

This Contract is between the Participating Agency and DPS (the Parties) under the authority granted in Tex. Gov't Code § 418.118 and in compliance with the provisions of Tex. Gov't Code Ch. 791 (the Interlocal Cooperation Act).

### **I. PURPOSE**

To delineate responsibilities and procedures for the State Operations Support Team (SOST) activities under the authority of the State of Texas Emergency Management Plan.

### **II. SCOPE**

The provisions of this Contract apply to SOST activities performed at the request of the State of Texas, including training activities mandated by the State of Texas and DPS/TDEM to maintain SOST operational readiness.

### **III. PERIOD OF PERFORMANCE**

This Contract is effective on the date of execution and will continue for a period of four years, unless terminated earlier in accordance with Section IX.B.

### **IV. DEFINITIONS**

- A. “Activation” means the process of mobilizing SOST Members to deploy to a designated incident or event site. When SOST responds to such a mobilization request, SOST Member is required to arrive with all equipment and personal gear to the designated State Operations Center (SOC) within two hours of activation notice. The time at which the SOST Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to SOST activities will begin.
- B. “Alert” means the process of informing SOST Members that an event has occurred and that SOST may be activated at some point within the next 24–48 hours.
- C. “De-Activation” means the process of de-mobilizing SOST Members upon notification from the state to stand down.
- D. “DPS/TDEM” means the Department of Public Safety of the State of Texas (DPS) and the Texas Division of Emergency Management, a division of DPS responsible for state-wide planning, activation, and recovery efforts prior to, during, and after major incidents.

- E. “DPS/TDEM or State Sponsored SOST Training and Exercises” means training or exercises performed at the direction, control and funding of DPS/TDEM or the state.
- F. “SOST Member” means an individual employed by the Participating Agency who has been formally accepted into SOST, meeting all requirements for skills and knowledge, and in good standing with regard to compliance with necessary training and fitness.
- G. “Participating Agency” means the SOST Member’s employer who, by execution of this MOU, has certified its official support of the Member’s involvement in the SOST.
- H. “State” means the State of Texas acting through DPS/TDEM.
- I. “SOST” means an integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

**V. RESPONSIBILITIES OF PARTIES**

**A. DPS/TDEM will:**

1. Recruit and organize the SOST, according to guidelines prescribed by DPS/TDEM;
2. Evaluate and interview, if necessary, all Participating Agency nominees for SOST Membership. DPS/TDEM will notify Participating Agency and the nominated SOST Member in writing of the selection decision;
3. Update the contract file for this Contract with names and credentials of all selected SOST Members nominated for SOST membership;
4. Provide administrative, financial, and personnel management related to the SOST and this Contract;
5. Provide training to SOST Members. Training will be consistent with the objectives of developing, upgrading, and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness;
6. Develop, implement, and exercise an internal notification and call-out system for SOST Members;
7. Provide all tools and equipment necessary to conduct safe and effective incident management operations;
8. Maintain all tools and equipment in a ready state;

9. Provide coordination among the state, other relevant governmental and private entities, Participating Agency, and the Performing Agencies' SOST Member(s);
10. Maintain a primary contact list for all SOST Members; and
11. Maintain personnel files on all SOST Members for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. Participating Agency must:

1. Maintain a roster of all its personnel (SOST Members), participating in SOST activities;
2. Provide a primary point of contact to DPS/TDEM for the purpose of notification of SOST activities;
3. Provide names and requested qualifications of proposed SOST Members to DPS/TDEM for evaluation;
4. Provide administrative support to its SOST Members , i.e., "time off" when fiscally reasonable to do so for SOST activities such as training, meetings, and actual deployments;
5. Submit reimbursement claims within 30 days of official deactivation or completion of DPS/TDEM or state sponsored SOST training of the SOST Member; and
6. Maintain its support of its SOST Members for participation in SOST activities.

C. Participating Agency's SOST Members must:

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. Keep Participating Agency advised of SOST activities that may require time off from work;
4. Advise SOST point of contacts of any change in notification process, i.e., address or phone number changes;
5. Be available for immediate call-out during the period SOST Member's assigned SOST is first on the rotation for call-out;

6. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within two hours from time of mobilization request to the State Operations Center.
7. Be prepared to operate in the disaster environment; and
8. Follow the SOST Code of Conduct in Attachment A.

## **VI. PROCEDURES**

### **A. Activation**

1. Upon request from the State for disaster assistance, and determination that the SOST is prudent, DPS/TDEM will request the activation of the SOST to respond to State Operations Center.
2. DPS/TDEM will communicate an Alert and Activation notice to SOST Members through the internal paging, call-out system, phone contact or email, according to the current approved mobilization plan.

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

1. DPS/TDEM will notify SOST Members of activation of SOST.
2. Upon arrival at the SOC, the state representative will provide initial briefings and any other items essential to the initial set-up and support of the SOST.

### **C. Management**

1. DPS/TDEM will have overall management, command, and control of all SOST resources and operations.
2. DPS/TDEM may remove the SOST Member from the SOST at any time with or without cause.

## **VII. TRAINING AND EXERCISES**

### **A. DPS/TDEM or State Sponsored SOST Training and Exercises**

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

### **B. Minimum Training Requirements**

SOST Member is required to attend a minimum of 50% of the available SOST trainings and exercise opportunities provided for the assigned SOST position.

Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the SOST.

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

### **A. Reimbursement to Participating Agency**

1. During an activation, DPS/TDEM will reimburse Participating Agency for all wages identified and allowed in the SOST Standard Pay Policy (Attachment B). DPS/TDEM will reimburse all amounts necessary to fund payroll associated costs of state or federal disaster deployments.
2. During an activation, DPS/TDEM will reimburse Participating Agency for the cost of backfilling while SOST Member is activated. This will consist of expenses generated by the replacement of a deployed SOST Member on their normally scheduled duty period/day.
3. DPS/TDEM will reimburse Participating Agency for salaries and backfill expenses of any deployed SOST Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed SOST Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Participating Agency may give the deployed SOST Member that time off with pay and backfill the position. If SOST Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for SOST Member. DPS/TDEM will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.
4. DPS/TDEM will reimburse Participating Agency for reasonable travel expenses (beyond a 50 mile radius of home jurisdiction) associated with SOST Member's travel for SOST 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. DPS/TDEM will reimburse Participating Agency for emergency procurement of SOST materials, equipment, and supplies purchased and consumed by SOST Member in providing requested assistance on a replacement basis. Prior approval by DPS/TDEM must be obtained and original receipts for such items must be submitted with reimbursement request to DPS/TDEM.
6. Participating Agency will submit to DPS/TDEM all reimbursement requests within 30 days of SOST Member de-activation or completion of DPS/TDEM and State sponsored training event.

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

1. If SOST Member incurs an injury or illness during an SOST training exercise or deployment, DPS/TDEM will pay for triage medical care to ensure SOST Member is properly treated and medically evaluated. DPS/TDEM will make a

determination as to whether the injury or illness was work related and will notify Participating Agency for proper processing of Workers' Compensation claim. Participating Agency will be responsible for handling any additional medical care for work-related injuries or illnesses under its Workers' Compensation insurance. SOST Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

**C. Liability**

It is mutually agreed that DPS/TDEM and Participating Agency will each be responsible for their own losses arising out of the performance of this MOU. Each party to this Contract has no liability for the actions or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions or omissions occurred. Each party is solely responsible for the actions or omissions of its employees, officers, or agents to the extent authorized by Texas law. Where injury or property damage result from the joint or concurring acts or omissions of the Parties, the Parties will jointly share liability in accordance with applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties and not for the benefit of any person or entity not a party to this contract. This may not be deemed a waiver of any defenses available by law.

**D. Reimbursement Process**

1. All requests for reimbursement must be submitted using the most current SOST Travel and Personnel Reimbursement Form (Attachment C).
2. DPS/TDEM will process payment to Participating Agency for all allowable expenses within 30 days of receipt of the properly completed, documented, and supported SOST Travel and Personnel Reimbursement Form.
3. Participating Agency will not be reimbursed for costs incurred by activations that are outside the scope of this Contract.
4. All financial commitments under this Contract are made subject to availability of funds from the state.

**E. Employment Status**

1. The SOST Member will remain an employee of Participating Agency and not of DPS/TDEM.
2. DPS/TDEM has no obligation to make any payments to or on behalf of the Participating Agency and its SOST Members except as expressly stated in this Contract. DPS/TDEM will not withhold any amount that would normally be withheld from an employee's pay and the SOST Member will not participate in any benefits which DPS/TDEM offers to its employees.

**IX. TERMS AND CONDITIONS**

- A. No amendments of any provision of this Contract will be valid unless made in writing and signed by both Parties to this Contract.
- B. Either party may cancel this Contract for any reason upon 30 days' written notice to the other party.
- C. Dispute Resolution, Governing Law, and Venue: Participating Agency will use the dispute resolution provided for in Tex. Gov't Code Ch. 2009 to attempt to resolve all disputes or contract claims arising under this Contract. This Contract will be construed under and in accordance with the laws of the State of Texas. Except as otherwise provided by Chapter 2009 of the Tex. Gov't Code, venue for any litigation between the Parties will be Travis County, Texas.
- D. DPS/TDEM 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, DPS/TDEM will not discriminate against any Participating Agency or its SOST Members 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 will be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age or economic status.
- E. Severability: If any provision of this Contract is held to be invalid, unenforceable, or illegal in any respect, such provision will be fully severable, and the remainder of this Contract will remain valid and in full force and effect.
- F. Entire Agreement. This Contract along with the following Attachments reflects the entire agreement between the Parties.
  - Attachment A, SOST Code of Conduct
  - Attachment B, SOST Standard Pay Policy
  - Attachment C, SOST Travel and Personnel Reimbursement Form (most current revision)

**X. NOTICES AND POINTS OF CONTACT**

Any notice required or permitted under this Contract will be in writing and will be directed to the Parties as designated below and will be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received, if sent by confirmed facsimile or confirmed email:

**DPS TDEM**  
Major Rhonda Lawson  
Operations Section Coordinator  
5805 N. Lamar Blvd  
Austin, Texas 78752

**Participating Agency**  
Scott Kerwood  
Fire Chief  
501 Exchange Blvd.  
Hutto, TX 78634

Tel#: 512-424-5497  
e-mail: [Rhonda.lawson@dps.texas.gov](mailto:Rhonda.lawson@dps.texas.gov)

Tel#: 512-759-2616  
e-mail: [sdkerwood@huttofirerescue.org](mailto:sdkerwood@huttofirerescue.org)

Either of the Parties may change its address or designated individual to receive notices by giving the other party written notice as provided in this Contract, specifying the new address or individual and the date upon which it will become effective.

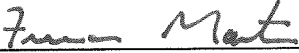
## XII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

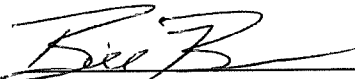
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### DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS

Signature:   
Name: Freeman F. Martin  
Title: Deputy Director, Homeland Security  
Date: 8-28-18



### PARTICIPATING AGENCY

Signature:   
Name: Bill Brown  
Title: WCS D#3 PRESIDENT  
Date: 8/23/18



## **ATTACHMENT A**

### **SOST Members Code of Conduct**

- No transportation or use of illegal drugs or alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used and traffic kept to a minimum.
- Know your chain of command and 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 and wear safety gear and clothing.
- Remember your actions reflect on your organization and SOST.

## ATTACHMENT B

### SOST Standard Pay Policy

#### **Responsibility for reimbursing SOC Support Team**

All eligible expenses submitted in a reimbursement request will be audited, authorized, and funded through DPS/TDEM's State Disaster Reimbursement Section (SDRS).

#### **Reimbursement Timeline**

To assist in meeting the 90-day goal of reimbursement:

1. Participating Agencies should submit the reimbursement request and back-up documentation within 45 days of the demobilization date.
2. DPS/TDEM will reimburse Participating Agency within 30 days of receiving the complete reimbursement request with all supporting documentation.

#### Operational period

Operational periods can vary but 12 hours is common. These hours are reimbursable and should be documented in WebEOC Time Entry board.

#### Hourly rate of reimbursement SOC Support Team

The rate of reimbursement is determined by using the requesting jurisdiction's normal payroll rate. DPS/TDEM will reimburse Participating Agency at the SOST Member's normal hourly pay rate with benefits normally received in his or her home jurisdiction, including overtime as per local policy.

#### **Labor Reimbursement**

1. All work hours, both regular and overtime, performed by the SOC Support Team are eligible for reimbursement. The Participating Agency's work schedule and payroll policy will be used when calculating all hours for reimbursement. Per the jurisdiction policies, overtime may be credited in actual wages or compensatory time off.
2. Hours worked during the deployment that coincide with SOST Member's home jurisdiction regular shift (on duty hours) will be reimbursed at regular pay and for the hours that would have been paid at home jurisdiction
3. Travel time to the State Operations Center and travel time to return to home base will be reimbursed.
4. Hours worked during deployment that coincide with SOST Member's home jurisdiction normal off duty hours (regular day off, outside normal scheduled work hours, holiday) will be reimbursed at the overtime rate and only for the hours actually worked during the deployment.

5. Backfill for SOST Members assigned to 24 hour shifts will be paid at the jurisdiction's overtime rate. Participating Agency must have a minimum staffing policy in place prior to the activation in order to be eligible for backfill costs.

6. If the scheduled shift day starts within 24 hours of the return from deployment for SOC Support Team Members, DPS/TDEM will reimburse the complete shift. DPS/TDEM will also reimburse additional back fill not to exceed the 24-hour period.

### **Direct Deposit**

Participating Agency may be reimbursed by direct deposit. The direct deposit form must be completed and submitted to:

State Disaster Reimbursement Section  
Teas Division of Emergency Management  
Department of Public Safety  
Post Office Box 4087  
Austin, Texas 78773-0220

Or submit by email to [TDEMReimbursement@dps.texas.gov](mailto:TDEMReimbursement@dps.texas.gov).

If Participating Agency would prefer to receive a state warrant (check) rather than a direct deposit, only complete Sections One and Two of the direct deposit form and submit to SDRS.

Address on direct deposit form must match the address on the reimbursement forms.

The direct deposit form is available on the TIFMAS website in the Reimbursement box.

**ATTACHMENT C**

**MOST CURRENT VERSION OF THE  
SOST TRAVEL AND PERSONNEL REIMBURSEMENT FORM**