Memorandum of Understanding
Between
Texas Division of Emergency Management
and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer

This memorandum of understanding ("TEMAT MOU") becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management ("TDEM"), a member of The Texas A&M University System ("A&M System") and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams ("TEMAT") participating jurisdiction/employer Freestone County ("Jurisdiction").

I. PURPOSE

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM's authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

TEMAT Program	State Agency Program Administrator	Program Summary
Incident Support Task Force (ISTF)	Texas Division of Emergency Management (TDEM)	Provides support through multiple areas of expertise throughout response and recovery initiatives
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force 1 (TX-TF1)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3
State of Texas Incident Management Team (IMT)	Texas Division of Emergency Management (TDEM)	Provides position specific personnel to assist in emergency operations
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

IV. DEFINITIONS

A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.

B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.

C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.

D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.

E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.

F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.

G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.

H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.

J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.

K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.

L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.

M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.

N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

V. RESPONSIBILITIES

A. TDEM shall be responsible for the following:

1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.

2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.

3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.

4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.

5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.

6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

B. The TDEM shall ensure that the Program Administrator(s) will do the following:

1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.

2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.

3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.

4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.

5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.

6. Develop, implement, and exercise an internal notification and call-out system for Members.

7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.

8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.

9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.

10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.

11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU 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.

12. All reimbursement requests pursuant to this section shall follow program specific guidelines included in the TEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.

2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.

3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.

4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.

5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.

6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.

2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.

3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.

4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program and advise Program Administrator of any lost, stolen, or damaged items assigned to Member.

6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.

7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.

8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.

9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

TEMAT Training and Exercises – State or Program Administrator Sponsored:

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

B. Minimum Qualification and Training Requirements

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

Jurisdiction to ensure Members attend or maintain qualifications may result in dismissal from the TEMAT Program when qualifications are no longer valid.

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement of Administrators/Jurisdiction

1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.

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

VIII. Liability and Workers' Compensation for State Activation/And Training

A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.

B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.

B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

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 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 TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.

E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.

F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.

G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Incident Support Task Force (ISTF)	☒	LLL
Public Works Response Team (PWRT)	☒	LLL
Texas A&M Task Force 1	☒	LLL
State of Texas Incident Management Team (IMT)	☒	LLL
Texas Intrastate Fire Mutual Aid System (TIFMAS)	☒	LLL

XI. POINTS OF CONTACT

	TDEM	**TEMAT Coordinator**
Name:	Chief Nim Kidd	Kharley Smith
Title:	Chair – Texas Emergency Management Council	ISTF Division Chief
Address Line 1:	313 E Anderson Ln	313 E Anderson Ln
Address Line 2:	Building 3	Building 3
City, State, Zip:	Austin, TX 78752	Austin, TX 78752
Phone Number:	512-424-2436	512-424-2436
Email:	Nim.kidd@tdem.texas.gov	kharley.smith@tdem.texas.gov

	Jurisdiction
Name:	Lloyd Lane
Title:	County Judge
Address Line 1:	118 E. Commerce St
Address Line 2:	Room
City, State, Zip:	
Phone Number:	
Email:	fscj@co.freestone.tx.us

XII. GENERAL PROVISIONS

A. This TEMAT 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 TEMAT MOU constitutes acceptance of the authority of the State of Texas, 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). Jurisdiction 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 Sections 2107.008 and 2252.903, any payments owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction 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. To the extent applicable, Jurisdiction 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 Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XIII. ENTIRE AGREEMENT

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction 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 TEMAT MOU is entered into by and between the following parties:

FILED FOR RECORD
At 9 ,o'clock A M
DEC 17 2025
RENEE GREGORY
Clerk County Court, Freestone County, Texas
By Renee Gregory

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Signature: Signed by: W. Nim Kidd 85F68AC04C354E0...
Name: W. Nim Kidd
Title: Chief, Texas Division of Emergency Management
Date: 12/19/2025

JURISDICTION

Signature: Signed by: Lloyd Lane 8445D8244D5B4E8...
Name: Lloyd Lane
Title: County Judge
Date: 12/17/2025