

TYLER COUNTY COMMISSIONERS COURT  
SPECIAL MEETING  
March 19, 2009 ---- 11:00 a.m.

THE STATE OF TEXAS                      ON THIS THE 19<sup>th</sup> day of March, 2009 the  
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at the  
Commissioners' Courtroom in Woodville, Texas, the following members of the Court present, to  
wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
MIKE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
DONECE GREGORY	COUNTY CLERK, EX OFFICIO

The following were absent: Commissioner Hughes thereby constituting a quorum. In addition to the above were:

JOYCE MOORE	COUNTY AUDITOR
LOU CLOY	ASST. CRIMINAL DISTRICT ATTORNEY
DAVID HENNIGAN	SHERIFF
JOE R SMITH	CRIMINAL DISTRICT ATTORNEY

Joe Smith stated that since the county owned the property at the ball park the court did not have to advertise for bids. A motion was made by **Commissioner Walston** and seconded by **Commissioner Nash** to approve selling the lawn mower from the **Justice Center** to the Tyler County Youth Baseball Association for \$3000, as requested by the sheriff. All voted yes and none no.

The County Clerk requested the purchase of new desk and other furniture for the clerk's move to the J.B. Best building. She requested the court's approval to pay for all furniture, in the amount of \$15,470.00, out of the **County Clerk Records Management Budget**. **Commissioner Nash** motioned to approve the purchase of new furniture for the J.B Best building to be paid out of the county clerk's records management budget. **Commissioner Walston** seconded the motion. All voted yes and none no. SEE ATTACHED

Steve Bell and Tony Keeler presented the need to have **mutual aid agreements** in place with the school districts to use handicap assessable buses in the event of a disaster. Mr. Bell reported that at the time of Hurricane Ike they had 73 citizens registered as **211 residents**; he now has 283 citizens. These citizens are registered for assistance to be evacuated. Ambulances took some citizens to Jasper and then transported by plane. Mr. Keeler suggested that school buses, equipped for handicap, could be used to move patients to Tyler, Tx. or other approved designation. Mutual agreements would allow the county not to have to depend on getting motor coaches from the State. The buses, being empty of patients, also need escorts from the sheriff's office in order to be able to re-enter Tyler Co. Judge Blanchette stated the county needs their own plan to take care of "our own people".

Joe Smith had concerns about who is responsible for cost of housing and medical needs. Judge Blanchette explained the citizens will be moved to "sheltering jurisdictions" that will receive money from FEMA. Mr. Smith also inquired if the County takes the initiative instead of waiting on the State would that mean the County may not get reimbursed. Mr. Keeler responded that the County would not take citizens until the 211 intake facility approves receiving that patient. Mr. Smith advised that he would need a list of buses and the school's commitment to be made a part of the mutual aid agreements. Judge Blanchette stated the schools want to be assured their assets are protected. Commissioner Marshall questioned if the county would be liable in the event of wreck in route to the intake facilities. Joe Smith responded that unless it was for gross negligence of the driver, the county or school would not be liable. A motion was made by **Commissioner Nash** to authorize the EOC to collect information toward preparing **mutual aid agreements** with the schools in the county. **Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED DRAFT AGREEMENT PRESENTED BY KEELER.

Steven Glenn, with PBS&J, presented a proposed contract for consultant services. He having worked as a FEMA rep. in Tyler County after Hurricane Rita was aware of the steps the county took toward cleanup of debris. In his opinion the PBS&J fee could be reimbursed. Judge Blanchette felt the county needed this level of expertise to bring conclusion of getting the \$2 million due the county from FEMA. **Commissioner Nash** motioned to employ PBS&J for their professional services, not to exceed \$23,500, to negotiate final payment from FEMA for Hurricane Rita. **Commissioner Walston** seconded the motion. All voted yes and none no. SEE ATTACHED PROPOSAL.

Commissioner Marshall motioned the meeting adjourned. Commissioner Walston seconded the motion. All voted yes and none no.

THERE BEING NO FURHTER BUSINESS, THE MEETING ADJOURNED..12:05 p.m.

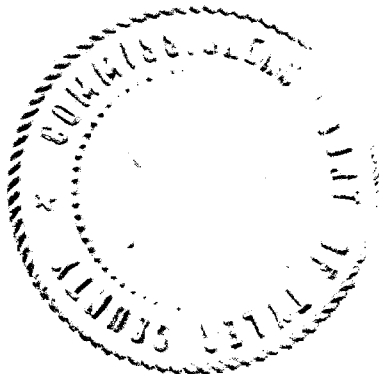
I, Donece Gregory, County Clerk and ex-officio member of the Tyler County Commissioners' Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners' Court session held on March 19, 2009.

SIGNED THIS 19<sup>th</sup> DAY OF MARCH, 2009.

ATTEST:



Donece Gregory, County Clerk



Furniture for J B Best building:

	Item number	Price	Quantity	
Secretarial U Main Desk	425-21-64233-2	\$1,552.00		
High Gloss Laminate Top	425-21-64234-0	\$24.00		
Keyed Alike	425-21-64235-7	\$6.00		
Pullout keyboard drawer	425-21-64236-5	\$37.00		
Installation fee	425-21-64244-9	\$75.00		
<b>TOTAL</b>	<b>Employee desks</b>	<b>\$1,694.00</b>	<b>6</b>	<b>\$10,164.00</b>
Workstation & Hutch	K-Log Pg 52	\$1,983.00		\$1,983.00
Installation fee		\$75.00		\$75.00
5ft Star Bench		\$500.00	2	\$1,000.00
Circular conference table*	425-18-82122-0	\$618.00	1	\$668.00
Constitutional Chair	425-08-25065-3	\$350.00	2	\$700.00
Bankers Chair	425-08-32012-6	\$220.00	4	\$880.00
<b>TOTAL</b>				<b>\$15,470.00</b>

\* includes installation charge

# MUTUAL AID AGREEMENT

The contracting entities, both private and public, solemnly agree:

## SECTION 1. PURPOSE

The purpose of this Agreement is to provide mutual aid between the districts and Tyler County in meeting any emergency or disaster from enemy attack or other cause, natural or otherwise. This Agreement is made pursuant to the Interlocal Cooperation Act, Vernon's Texas Civil Statutes, Article 4413 (32c), and Vernon's Texas Codes Annotated, Government Code Chapter 418, commonly referred to as the Disaster Act of 1975. This Agreement recognized that the prompt, full and effective utilization of the resources of the respective Agencies essential to the safety, care and welfare of the people thereof in the event of a major disaster or emergency. The Directors or Coordinators of Emergency Management of all parties Districts shall constitute a committee to formulate plans and take all necessary steps for the implementation of this Agreement. Such plans shall incorporate the use of resources, including personnel, equipment and supplies necessary to provide mutual aid.

## SECTION 2. RESPONSIBILITIES

It shall be the duty of each County to formulate emergency management plans and programs for application within such district. There shall be frequent consultation between the representatives of the districts within the State of Texas and the free exchange of the information and services. In carrying out such emergency management plans and programs, the county and districts shall, so far as possible, provide and follow uniform standards, practices and rules and regulations including:

- (a) Warnings and signals for exercises or disasters and the mechanical devices to be used in connection therewith;
- (b)
- (c) Selection of all materials or equipment used or to be used for emergency management purposes to assure that such materials and equipment will be easily and freely interchangeable when used in or by any other city, county and district.
- (d)
- (e) The safety of public or gathering.

Any District requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that is understood that the district rendering mutual aid may withhold resources to the extent necessary to provide reasonable protection for such district. Each party district while operating within its district limits under the terms and condition of this agreement, the same powers, duties, rights, privileges and immunities as if they were performing their duties in the district in which normally employed or rendering services. Emergency management forces will continue under the command and control of their regular leaders, but the organizational units will continue under operational control of the emergency management authorities of the County receiving assistance.

All requests for mutual aid under this Agreement shall be made through the County Judges Office and the Tyler County office of emergency management that organization will serve as the channel through which outside aid will be dispatched.

Standard Operating Procedures will be formulated for the procedures of communication, organization and utilization of resources.

## SECTION 3. LIABILITY

# MUTUAL AID AGREEMENT

No District or its officers or employees rendering aid to the County pursuant to this Agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged, or account of the maintenance or use of any equipment or supplies in connection therewith.

## SECTION 4. SUPPLEMENTARY AGREEMENTS

In as much as it is probable that the pattern and details of this Agreements for mutual aid among two (2) or more Districts may differ from that appropriate among other District party hereto, this instrument contains elements of a broad base common to all Cities and Counties and nothing herein contains shall preclude any City or County from entering into supplementary agreements with another City or County or Cities or Counties. Such supplementary agreements may comprehend, but shall not be limited to, provisions for transportation equipment and supplies.

## SECTION 5. COMPENSATION

Each District shall provide for payment of compensation and death benefits to injured members of the emergency management forces of that District and the representatives of decease members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within such District.

## SECTION 6. FINANCE

Any District rendering aid in another District pursuant to this Agreement shall be reimbursed by the District receiving such aid for any loss or damage to, or expenses incurred in the operation of any equipment answering a request for aid, and the cost incurred in connection with such request; provided, that any aiding the District assume in whole or in part such loss damage expense or other cost, and provided that any two (2) or more Districts may enter into supplementary agreements establishing a different allocation of cost as among those Districts.

## SECTION 7. SEVERABILITY

This Agreement shall remain in force and remain binding on each District until Supervisor takes action to withdraw there from. Such actions shall not be effective until 90 days after notice thereof has been sent by the Emergency Supervisor of the District desiring to withdraw to the Emergency Management Director of all other Districts.

This Agreement shall be construed to effectuate the purpose stated in Section 1, hereof. If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of this agreement and the applicability thereof to other person and circumstances shall not be affected thereby.

# MUTUAL AID AGREEMENT

## SECTION 8. APPLICABILITY

This Agreement shall become operative immediately upon its approval by any Districts as between it and any other Districts so ratifying. Duly authenticated copies of this Agreement and of such supplementary agreement as may be entered into shall, at the time of their approval, be deposited with each of the Districts and with the Division of Emergency Management and other appropriate agencies of the State of Texas.

## SECTION 9. AGREEMENT

The \_\_\_\_\_ Independent school district will supply upon request from the County Judges Office and the Tyler County office of emergency management the following;

\_\_\_\_\_ School buses full size

\_\_\_\_\_ School buses handicap accessible

\_\_\_\_\_ School buses 15 passenger

\_\_\_\_\_ School bus drivers

Other assets as specified  
herein; \_\_\_\_\_

**This Agreement shall become binding and obligatory when it shall have been signed by \_\_\_\_\_ County Judge of the respective District enumerated in this Agreement; when it shall have been approved by the Commissioner's Court, and the Districts.**

\_\_\_\_\_  
**JACQUES L. BLANCHETTE**  
County Judge  
Tyler County

**DATE**

# MUTUAL AID AGREEMENT

---

**Superintendent**

**DATE**

**Independent School District**



*An employee owned company*

March 18, 2009  
Judge Jacques L. Blanchette  
Tyler County Courthouse  
Woodville, Tx. 75979

**Re: Public Assistance Professional Support Staff – Project Final Inspection for  
Hurricane Rita**

**Dear Judge Blanchette:**

As a leading provider of emergency management and disaster recovery services, PBS&J is particularly well-equipped to support the County of Tyler Texas with qualified and experienced public assistance (PA) staff. Utilizing an extensive network of offices and personnel located across the country (including offices in Texas), PBS&J has the resources to capably provide Tyler with experienced personnel to aid in the project final inspections for Hurricane Rita.

PBS&J has been involved in disaster response efforts following every major disaster to impact the Southeast since Hurricane Andrew in 1992. Much of our success is due to repeat work with satisfied clients. We specialize in supporting state and local governments, and this work accounts for approximately 65 percent of our annual revenues. Our experience providing PA program support to the Mississippi Emergency Management Agency (MEMA) in the wake of Hurricane Katrina—the most financially devastating hurricane to date—illustrates our professionalism and expertise.

Furthermore, the addition of H2O Partners, Inc. (a WBE and HUB firm specializing in recovery and environmental planning), JG DeLoach Consulting, LLC and Florida Disaster Consulting, LLC, to our team strengthens PBS&J's capabilities to effectively and efficiently serve Tyler County. We have a long and extensive record of successful partnering in disaster response and recovery work.

Our team is familiar with issues that are critically important to ensuring the success of any recovery effort, including dealing with a limited budget for the implementation of damage assessments of impacted counties; working within an aggressive time frame to repair and reconstruct devastated infrastructure; and continuing the coordination and support measures required to reach final inspection and project closeout. Our team is fully committed to exceeding your expectations by delivering a seamless organization and a maintainable program. We believe that our reputation speaks for itself, and we encourage you to contact the references that we are providing.

PBS&J and our partners commit to support Tyler County's public assistance program implementation with a scope of work as defined in Attachment A and a budget as specified in Attachment B. Our support will include the following:

- As many qualified public assistance support staff as required to complete assigned closeout tasks, including experienced public assistance coordinators (PACs), insurance specialists, closeout specialists and a senior public assistance officer (PAO). This staff will provide expertise in the implementation of the public assistance program; foster communication among and between



Page 2 of 2  
Judge Blanchett  
March 18, 2009

multiple government entities; uphold applicable federal and state policies and procedures; and maintain appropriate fields of technical expertise, as required by Tyler County.

- Regular reporting tools to provide documentation and information necessary for effective operational performance, including single-source billing.

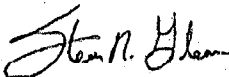
PBS&J is dedicated to providing quality services to our clients and supporting communities with expeditious recovery efforts following major disasters. The PBS&J team is committed, available and ready to begin work immediately. Our headquarters is located at the following address:

Post, Buckley, Schuh & Jernigan, Inc. (dba PBS&J)  
5300 West Cypress Street, Suite 200  
Tampa, FL 33607

By this letter, PBS&J hereby certifies that all employees that are assigned to this contract are legally permitted to work in the United States, in accordance with federal and state laws. PBS&J also certifies that it is not a minority-owned company.

If you wish to discuss this proposal in greater detail, please feel free to contact Paul Varner, Project Manager at 850.375.4900 or email at: [jpvarner@pbsj.com](mailto:jpvarner@pbsj.com) or Glen Hitchcock at: 919.357.2826 or email [ghhitchcock@pbsj.com](mailto:ghhitchcock@pbsj.com).

Sincerely,



Steven N. Glenn  
Division Manager

## ATTACHMENT A

PBS&J will provide sufficient personnel as needed to accomplish the scope of work outlined below. Specifically, PBS&J will provide one or more of the positions listed below as requested by Tyler County:

1. Senior Public Assistance Officer
2. Public Assistance Coordinator
3. Closeout Specialist
4. Insurance Specialist
5. Debris Specialist

### Scope of Work

PBS&J will provide the following services as requested by Tyler County.

1. Assist the PA Officer in prioritizing disaster field activities.
2. Support the PA Officer in providing routine reports and technical data utilizing necessary technologies such as GIS.
3. Prepare and/or review PA Project Worksheets (PWs).
4. Identify and facilitate resolution of special considerations (e.g. historic, environmental, insurance etc.)
5. Provide expertise on interpreting and implementing complex scopes of work.
6. Provide engineering and construction management support to PA applicants.
7. Provide expertise on complex PA eligibility issues.
8. Provide guidance on FEMA PA policy, including Title 44 of the CFR, PA Guide, PA Policy Digest, 9500 Policy Series and other pertinent regulations.
9. Prepare contract specifications
10. Understand and review eligibility of contracts and force account labor
11. Identify and integrate federal and state funding sources to implement post-disaster recovery and reconstruction
12. Identify post-disaster mitigation opportunities under Sections 404 and 406 of the Stafford Act
13. Manage disaster recovery grants
14. Conduct final inspections
15. Resolve appeals
16. Other related services as required.

## ATTACHMENT B

### Labor and Expenses

Below are the hourly labor rates for Public Assistance support personnel. These hourly rates include all overhead, direct, indirect, fringe benefits and other miscellaneous general administrative expenses. Rates are based on a 40 hour week with a maximum contract amount of \$23,500. Rates for other specialized personnel are available upon request.

Senior Public Assistance Officer	\$125.00 / hour
Public Assistance Coordinator	\$100.00 / hour
Closeout Specialist	\$100.00 / hour
Insurance Specialist	\$100.00 / hour
Debris Specialist	\$100.00 / hour

Lodging, travel, rental cars (or company vehicles), per diem, gas and cell phone expenses are billed at actual cost but not to exceed those rates established in the State of Texas GSA Domestic Per diem Rates for 2009.

## **References**

### **Mississippi Emergency Management Agency**

Thomas "Mike" Womack  
Executive Director  
PO Box 5644  
Pearl, MS 39288  
601.933.6362

### **New Mexico Office of Emergency Management**

Susan C. Walker  
PO Box 1628  
Santa Fe, NM 87504-1628  
505.476.9640

### **Volusia County, Florida**

Donna de Peyster  
Accounting Director  
123 W. Indiana Ave  
DeLand, FL 32720-4608  
386.736.5935

### **Alabama Emergency Management Agency**

Larry Patterson  
Logistics Chief  
PO Drawer 2160  
Clanton, AL 35046  
205.280.2248

### **Mississippi Governor's Office of Recovery and Renewal**

Paul Hurst, Esq.  
Chief Counsel  
PO Box 139  
Jackson, MS 39205  
601.359.3150



# TYLER COUNTY COMMISSIONERS COURT

County Courthouse / Woodville, Texas

THURSDAY  
March 19, 2009  
10:30 AM

MARTIN NASH  
Commissioner, Pct. 1

RUSTY HUGHES  
Commissioner, Pct. 2

JACQUES L. BLANCHETTE  
County Judge

MIKE MARSHALL  
Commissioner, Pct. 3

JACK WALSTON  
Commissioner, Pct. 4

**NOTICE** Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

## Agenda

➤ **CALL TO ORDER**

- Establish quorum
- Acknowledge Guests

I. **Investment Committee Workshop** – Sharon Fuller, County Treasurer

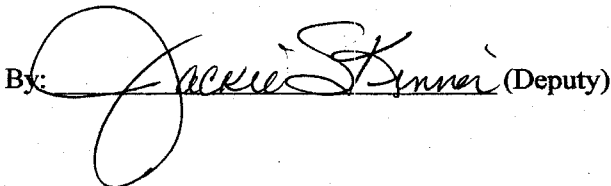
➤ **ADJOURN**

  
JACQUES L. BLANCHETTE  
County Judge

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on March 16 2009 Time 10:30 AM

DONECE GREGORY, County Clerk/Ex Officio Member of Commissioners Court

By:  (Deputy)



# TYLER COUNTY COMMISSIONERS COURT

County Courthouse / Woodville, Texas

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11:00 AM

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### ➤ CALL TO ORDER

- Establish quorum
- Acknowledge Guests — *Don Hitchcock*

### I. CONSIDER/APPROVE:

✓ A. **Selling lawn mower** from Tyler County Justice Center to Tyler County Youth Baseball Association  
— *David Hennigan, Sheriff*

✓ B. **Purchase desk for employees** out of Tyler County Records Management Budget — *Donece Gregory, County Clerk*

W/M C. **Mutual Aide Agreement** between the county and 5 school districts for transportation of 211 residents. — *Steve Bell, Emergency Management*  
*to authorize collection of info toward (WA) Ike for plan.*

← D. **Contracting for Consultant Services** to negotiate final payment due Tyler County from Hurricane Rita with FEMA — *J. Blanchette in south of state need level of expertise to bring conclusion to*  
*to evacuate Bell - look for diverting center w/out flying them out of CO. That had to be done. They had to be taken to school "bunkers" but to make get the funding (Civil +) Co.*

➤ **ADJOURN**  
*Mutual agreements would allow the Co not have to depend on getting motor coaches, or our Smith concerned - "barni stop" Smith - who is responsible*  
*Judge explains some cities are design as "sheltering jurisdiction" & Smith if county take initiative instead of state - would co be*  
*Keeper will not take cit until 211 Intake approves to receive*  
*Joe wants list & commitment to be put in Mutual Aide.*  
*Judge b - shop wants to be assured these assets are protected.*  
*Marshall is co liable for event of wreck? Bell need advice of Smith.*  
*Smith - unless gross negligence on part of driver - Co not*

JACQUES L. BLANCHETTE  
County Judge

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DONECE GREGORY, County Clerk/Ex Officio Member of Commissioners Court

By: *Jackie Spinner* (Deputy)

Steven Glenn worked as FEMA rep in Tyler Co.

PBS&J charges can be reimbursed. They will gather doc  
& put in format ~~the~~ FEMA can understand.

Eq Smith primary concern <sup>remain with 25,000</sup> - Bid as long as professional serv<sup>s</sup>  
do not need to bid - Does it qualify as prof serv.

N/W employ PBS&J for their profes services,  
Not to exceed ~~23,000~~, ~~to~~ to request final  
payment from FEMA for Hurricane Rita <sup>All yes</sup>

m/w ady 12:05 PM



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County Courthouse / Woodville, Texas

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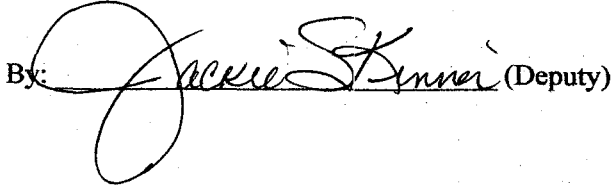
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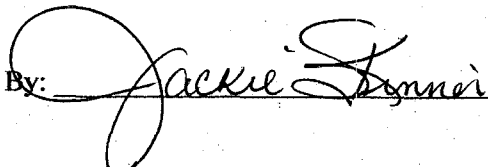
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