

SCANNED

Date: 7/21/10

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
MAY 24, 2010 ---- 2:00 p.m.

THE STATE OF TEXAS ON THIS THE 20th day of May, 2010 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
DEAN RIVERS	CHIEF DEPUTY COUNTY CLERK, Ex-Officio

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

JOYCE MOORE	COUNTY AUDITOR
PHIL RYAN	EMERGENCY MANAGEMENT

Judge Blanchette opened the meeting stating that the FEMA deadline for the County to
have a Hazard Mitigation Action Plan in place was June 1, 2010. He also stated that the
county had received a fax of the Memorandum of Agreement TEEX (Texas Engineering
Extension Service) and that the County had to move forward with a time line to update
the Plan (M.O.A.). The Judge was concerned with the \$49,995 cost. He took the memo
to the District Attorney and he said it looked ok to him.

Phil Ryan stated that the grant would pay for it and this was confirmed by Judge
Blanchette. There is a 25/ 75% cost split for the county but the belief is that there will be
grant funds for applying. The cost to the County will come if we do not have this plan in
place and will not be eligible for reimbursement from FEMA.

Phil Ryan said that FEMA will be looking at hazards in the County and surrounding area
as far back as 100 years taking statistics from the 20th century. FEMA will be sure there
is a plan in effect or working on one before the County qualifies for the grant money.
Phil stated that Roy asked if they were pursuing the grant or if the County was on their
own. He stated that paper work was being sent over for signatures and tax I.D. numbers
for the County so we could go ahead with the grant to get the monies. They will get paid
on the portion 75/25% split. **Commissioner Nash** asked if the 25% will be the County's,
Phil Ryan answered yes. No money will change hands where the county is concerned
only labor on the county's part.

Judge Blanchette stated that it should only take up to one year's time to complete. He
asked for monthly updates from Roy's office.

Commissioner Nash made the motion to hire NERRTC (division of TEEX) to revise the
Tyler County Hazard Mitigation Action plan. The motion was seconded by
Commissioner Walston. All voted yes and none no.

Commissioner Marshall made the motion to adjourn the meeting. **Commissioner Nash**
seconded. All voted aye.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED:

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 May 24, 2010.

Witness my hand and seal of office on this the 15th day of July, 2010.

Attest:


Donece Gregory, County Clerk, Tyler County, Texas



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between Tyler County, Texas and the Texas Engineering Extension Service (TEEX) shown below as Contracting Parties.

I. CONTRACTING PARTIES:

The Receiving Party:
Tyler County
301 Veterans Way, Room 19
Woodville, TX 75979

The Performing Party:
Texas Engineering Extension Service
301 Tarrow
College Station, TX 77840-7896

II. STATEMENT OF SERVICES PERFORMED:

The National Emergency Response and Rescue Training Center (NERRTC), a division of TEEX, will revise the Tyler County Mitigation Action Plan. The revised plan is a five-year blueprint for the future, aimed at making Tyler County communities disaster resistant by reducing or eliminating the long-term risk of loss of life and property from the full range of natural and man-made disasters.

Revisions to the Mitigation Plan will meet the requirements of the Disaster Mitigation Act of 2000 (P.O. 106-390); Section 44 of the Code of Federal Regulations, Part 206; and State of Texas Division of Emergency Management standards.

The continuation of this agreement shall be subject to the appropriation of funds for the payment to the performing party for the provision of services described herein Section II "Statement of Services". Funding sources include federal, state and local grant funding.

III. CONTRACT AMOUNT:

The total amount of this contract is firm, fixed price, not to exceed \$49,995 (FORTY NINE THOUSAND NINE HUNDRED NINETY FIVE DOLLARS).

IV. PAYMENT FOR SERVICES:

Payment for services performed shall be billed lump sum with payment due within thirty (30) days of completion.

V. TERM OF CONTRACT:

If this Agreement is not executed by all parties within 60 days of date of the receipt of grant funds by Tyler County, then this Agreement will be null and void and of no further effect.

Should funds not be appropriated, this agreement shall terminate and the parties shall have no further obligations hereunder.

VI. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and TEEX to attempt to resolve any claim for breach of contract made by Customer that cannot be resolved in the ordinary course of business. Customer shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Director of TEEX, who shall examine Customer's claim and any counterclaim and negotiate with Customer in an effort to resolve the claim.

Both Parties reserve the right to terminate this agreement for reasonable cause or if it is determined the objectives of this program cannot be accomplished. Party wishing to terminate this program must notify the other Party in writing thirty (30) days in advance and arrange for a mutual settlement of expenses incurred.

The undersigned Parties bind themselves to the faithful performance of this Contract.

For the Customer:

Texas Engineering Extension Service:

By: _____
Name: _____
Title: _____
Date: _____

By: *Harrison Lobdell III*
Name: H. Lobdell, III
Title: NERRTC Division Director
Date: 5/13/10