

MICHAEL R. WILLOW EMERGENCY MANAGEMENT COORDINATOR RISK MANAGEMENT

BEE COUNTY

REBECCA SHERMAN ADMINISTRATIVE ASSISTANT (361) 621-1550 EXT 8141 BEE COUNTY JUSTICE CENTER 111 S. ST MARY'S ST., SUITE 201 BEEVILLE, TEXAS 78102 (361) 621-1550 EXT 8181 TELEPHONE (361) 492-5988 FAX

May 27, 2015

Dear Superintendent:

Your School District has been identified as an area that could benefit from the upcoming Bee County Mitigation Action Plan.

This letter of introduction to the Bee County 2017 Mitigation Action Plan project is an invitation to stakeholders in Bee County to prepare strategies to ensure we as a county can recover quickly from any disaster. First, it is necessary to define what is meant by mitigation in the context of Emergency Management:

Mitigation means sustained action taken to reduce or eliminate long-term risk to people and property from hazards and their effects. Mitigation distinguishes actions that have a long-term impact from those that are more closely associated with preparedness for, immediate response to, and short-term recovery from a specific event.

The main purpose of the Mitigation Action Plan is to reduce future losses in Bee County, Texas. By identifying mitigation strategies based on an analysis of risk, including both an assessment of regional hazards and vulnerability. The mitigation strategies seek to identify potential loss-reduction opportunities; however, implementation of the strategies will be constrained to some extent by future availability of funding in the context of other community priorities. It is unrealistic to expect that all future losses are able to be eliminated entirely. It is realistic to strive over coming decades to build more disaster-resistant and resilient communities in Bee County as part of an over "sustainable development" approach.

Participating in this project will help each stakeholder ensure that the issues that affect their agencies will be voiced in the document presented to the State of Texas.

Funding requested will be:

Total \$106,667.00

Federal Share: \$80,000.25

Local Match: \$26,666.75

Local Match split between 6 participants: \$4,444.46 – However, this amount is subject to change if any of the 6 participants choose not to participate.

Each participant can apply for mitigation funding without having to go through the County, if they want to apply.

Please respond to the Office of Emergency Management with your decision to participate by returning your signed Interlocal Agreement, by June 15, 2015. Should you choose not to participate, please notify us by email by June 15, 2015.

The Interlocal Agreement is attached to this letter. If you have any questions, please contact me.

Sincerely,

Michael R. Willow

Emergency Management Coordinator

Mill R. Willon

County of Bee/ City of Beeville

INTERGOVERNMENTAL AGREEMENT Pursuant to the Interlocal Cooperation Act Texas Government Code, Chapter 791

BEE COUNTY

This AGREEMENT is made between BEE COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the BEEVILLE INDEPENDENT SCHOOL DISTRICT, TEXAS, hereinafter referred to as the ISD, acting through its School Board.

The COUNTY is applying for FEMA grant funds, hereinafter referred to as the GRANT, from the 2015 Pre-Disaster Mitigation Grant Program as administered by the Texas Department of Emergency Management (TDEM). The GRANT will be used to create a countywide Mitigation Action Plan, hereinafter referred to as the PLAN. The term of this Agreement shall be from (DATE) until the GRANT is approved by FEMA and administratively closed by TDEM. Either party may terminate this Agreement with thirty (30) days written notice to the other party or such early termination shall not relieve the parties from the local match payment terms addressed below.

Parties agree that the COUNTY shall:

- 1. Serve as the primary participant and contact in all matters pertaining to the GRANT and the conduit for communication between itself, the ISD, and TDEM.
- 2. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
- 3. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDEM upon its request.
- 4. Ensure that the ISD shall not be responsible for any GRANT-related costs other than those outlined herein without the ISD's written approval.
- 5. Deliver a draft copy of the PLAN for review and comment by ISD'S governing body during the planning process and prior to adoption.

Parties agree that the ISD shall:

- 1. Be an additional participant in the PLAN.
- 2. Comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT and to complete the PLAN.
- 3. Assign a person/s to the Local Planning Team to participate in the development of the PLAN and to update the ISD of progress.
- 4. Provide \$ 4,444.46 in local matching funds to the COUNTY within sixty (60) days of such request by the COUNTY, to be used toward grant activities.

The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the ISD or any third party, and the ISD hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

BEE COUNTY, TEXAS	BEEVILLE ISD
Stephanie A. Silvas County Judge	Dr. Sue Thomas Superintendent BEEVILLE ISD
DATE	DATE
ATTEST:	ATTEST:
Minus Essential Design	DEEMILE
Mirella Escamilla Davis County Clerk	BEEVILLE ISD Administrative Assistant