

SPECIAL, 2/1/2022 10:30:00 AM

BE IT REMEMBERED that on February 01, 2022, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Donta Miller and Chief John Shauberger

Honorable Laurie Leister, County Clerk

When the following proceedings were had and orders made, to-wit:

Notice of Meeting and Agenda and Minutes
February 01, 2022

Jeff R. Branick, County Judge
 Vernon Pierce, Commissioner, Precinct One
 Darrell Bush, Commissioner, Precinct Two
 Michael S. Sinegal, Commissioner, Precinct Three
 Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
 OF COMMISSIONERS' COURT
 OF JEFFERSON COUNTY, TEXAS
 February 01, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **01st** day of **February 2022** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

8:45 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.074 to deliberate regarding personnel matters.

9:00 a.m.- WORKSHOP- To receive information from the Tyler Technology Executive Committee regarding the project status and schedule and what will be expected from all departments who will be transitioning to this new software.

10:00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending or anticipated litigation.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: # The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be

Notice of Meeting and Agenda and Minutes
February 01, 2022

called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Vernon Pierce, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two

PURCHASING:

1. Consider and approve, execute, receive and file an Agreement Addendum (Agreement 22-008/DC) with SteepMeadow for Microsoft 365 Deployment & Migration Services Program for Jefferson County in the annual amount of \$18,000.00. This is in accordance with the NCPA Contract 01-97. This addendum provides complete vendor contact information for sending and receiving notices.

SEE ATTACHMENTS ON PAGES 13 - 13

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Consider and approve, execute, receive and file an Agreement Addendum (Agreement 22-009/DC) with SteepMeadow for Microsoft 365 Change Management & User Adoption Training for Jefferson County in the annual amount of \$12,000.00. This is in accordance with the NCPA Contract 01-97. This addendum provides complete vendor contact information for sending and receiving notices.

SEE ATTACHMENTS ON PAGES 14 - 14

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider and approve, execute, receive and file price increases for (IFB 11-054/AW), Term Contract for Snack and Drink Vending Machines for Jefferson County as shown on Attachment A. These increases are due to rising product costs.

SEE ATTACHMENTS ON PAGES 15 - 17

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
February 01, 2022

4. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 18 - 25

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

5. Consider and approve disposal of scrap property. Scrap property to be transported to a metal salvage company and there sold for such a price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 26 - 30

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AIRPORT:

6. Consider, possibly approve, authorize the County Judge to execute a Stipulation for Compromise Settlement and Release of Federal Tort Claims Act Claim involving damage to hanger #3 and hanger #2 by a military helicopter on December 7, 2017.

SEE ATTACHMENTS ON PAGES 31 - 40

Motion by: Commissioner Bush

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

7. Consider and approve budget amendment – Nurse Practitioner – additional cost for overtime.

120-5076-441-1098	OVERTIME ALLOWANCE	\$750.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$750.00

SEE ATTACHMENTS ON PAGES 41 - 41

Motion by: Commissioner Pierce
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Consider and approve budget transfer– Health & Welfare I – additional cost for security upgrade.

120-5074-441-6018	POWER TOOLS & APPLIANCES	\$652.00	
120-5074-441-3084	MINOR EQUIPMENT		\$652.00

SEE ATTACHMENTS ON PAGES 42 - 43

Motion by: Commissioner Pierce
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

9. Consider and approve budget amendment – Crime Lab – grant match due to increase cost for equipment.

120-1024-491-5097	PARTICIPATION	\$4,519.00	
120-3060-421-6007	AUTOMOBILES		\$3,500.00
120-3060-421-4011	EQUIPMENT- MISCELLANEOUS		\$1,019.00

SEE ATTACHMENTS ON PAGES 44 - 44

Motion by: Commissioner Pierce
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

10. Regular County Bills – check #491656 through check #491893.

SEE ATTACHMENTS ON PAGES 45 - 54

Motion by: Commissioner Pierce
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY CLERK:

11. Consider, possibly approve, authorize the County Judge to execute, receive and file a contract for Theresa Goodness as an independent consultant contractor to assist the County Clerk for no more than 10 hours a week at \$60/hour.

SEE ATTACHMENTS ON PAGES 55 - 55

Action: TABLED

COUNTY COMMISSIONERS:

12. Consider, possibly approve, authorize the County Judge to execute, receive and file 2022-2024 Loan Agreement, SDA0415 of the National Museum of the United States Air Force (NMUSAF) Community Static Display Loan Program for the air plane displayed at Veterans Memorial Park.

SEE COMPLETE AND SIGNED DOCUMENT ON PAGES 154-172

Motion by: Commissioner Pierce

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

13. Consider, possibly approve, authorize the County Judge to execute, receive and file Self-Monitoring Review Certification for TxCDBG No. 7218240, Office of Rural Affairs Texas Community Development Block Grant Program.

SEE ATTACHMENTS ON PAGES 69 - 70

Motion by: Commissioner Pierce

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
February 01, 2022

14. Consider and possibly authorize the Jefferson County Emergency Management Office to conduct activities related to the Southeast Texas Disaster Expo at Ford Park and to allow sale of exhibit spaces, receive sponsorship donations to defray expenses pursuant to Sec. 316.001, Local Government Code. (Any excess funds will be donated to Jefferson, Orange and Hardin County Long Term Recovery Groups.)

SEE ATTACHMENTS ON PAGES 71 - 72

Motion by: Commissioner Pierce

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

15. Consider and possibly approve an Amendment to the Current CDBG-DR Hurricane Harvey Voluntary Buyout Guidelines to reopen the application intake period from February 1, 2022 to March 1, 2022 and add Amendment #1-Disaster Risk Reduction Area (DRRA) Maps.

SEE ATTACHMENTS ON PAGES 73 - 135

Motion by: Commissioner Pierce

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

16. Consider and approve property tax refund to Lowe's in the amount of \$21,543.79 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 136 - 139

Motion by: Commissioner Alfred

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

17. Consider and approve property tax refund to Lowe's in the amount of \$23,989.61 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 140 - 143

Motion by: Commissioner Alfred

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

CRIME LAB:

18. Consider and approve a Resolution to approve the application for the Coverdell Forensic Sciences Improvement Grant Program. This grant is available through the CJD (Criminal Justice Division), with no grant match for the 2023 project year.

SEE ATTACHMENTS ON PAGES 144 - 144

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

HUMAN RESOURCES:

19. Consider and possibly approve the appointment of the Records Management Officer/Historical Commission Coordinator for the Jefferson County Historical Commission.

Clerk's Notes: Jennifer Trenbeath was appointed to this position.

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

PUBLIC HEALTH:

20. Consider, possibly approve, authorize the County Judge to execute, receive and file an independent-contractor contract for Imelda Tristan as a Public Educator to the Public Health Department, who will be full-time and whose salary will be paid for under the 2021 COVID-19 Health Disparities Grant.

SEE ATTACHMENTS ON PAGES 145 - 146

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

21. Consider, possibly approve, authorize the County Judge to execute, receive and file an independent-contractor contract for Marcus Lambert as a Public Educator to the Public Health Department, who will be part-time and whose salary will be paid for under the 2021 COVID-19 Health Disparities Grant.

SEE ATTACHMENTS ON PAGES 147 - 148

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

RISK MANAGEMENT:

22. Consider and possibly approve Commercial Property Insurance with AmRisc, effective February 1, 2022, for an annual premium of \$1,702,840.00.

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

23. Consider and possibly approve Boiler and Machinery Insurance with Hartford Steam Boiler, effective February 1, 2022, for an annual premium of \$24,921.00.

Motion by: Commissioner Sinegal

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

24. Consider and possibly approve Government Crime Insurance with Great American Insurance Co., effective February 1, 2022, for an annual premium of \$5,638.00.

Motion by: Commissioner Sinegal

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
February 01, 2022

25. Consider and possibly approve Cyber Liability Insurance with Crum and Forster, effective February 1, 2022, for an annual premium of \$68,282.04.

Motion by: Commissioner Alfred

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: NOT APPROVED

26. Consider and possibly approve Excess Workers' Compensation Insurance with Arch Insurance Company, effective February 1, 2022, for an annual premium of \$227,478.00.

Motion by: Commissioner Alfred

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

SHERIFF'S DEPARTMENT:

27. Consider, possibly approve, authorize the County Judge to execute, receive and file CEO/Law Enforcement Certifications and Assurances of the Public Safety Office of the Governor.

SEE ATTACHMENTS ON PAGES 149 - 149

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

28. Consider and possibly approve out-of-state travel for Matt Gardner to Hoover Alabama on March 27, 2022 to April 1, 2022. The purpose of this course is to gain knowledge for digital forensics, and how to focus on investigations and analysis of Unmanned Aerial Vehicles (UAVS). Student will learn proper identification of UAV operation systems, and technical aspects of extraction/analysis of digital evidence obtained from devices. There is not cost to Jefferson County for this course. The course will be paid for by The National Computer Forensic Institute.

SEE ATTACHMENTS ON PAGES 150 - 151

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
February 01, 2022

29. Consider, possibly approve, authorize the County Judge to execute, receive and file CEO/Law Enforcement Certifications and Assurances of the Public Safety Office of the Governor.

SEE ATTACHMENTS ON PAGES 152 - 153

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Other Business:

Receive reports from Elected Officials and staff on matters of community interest without taking action.

*****DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT TAKING ACTION.**

Jeff R. Branick
County Judge

Contract Addendum:

Microsoft 365 Deployment & Migration Services Program
 Proposal to Jefferson County, Texas
 Proposal by:
 Steepmeadow Solutions, LLC
 NCPA contract 01-97
 Steepmeadow Solutions Reseller no: 652395

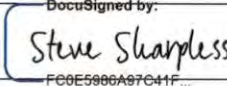

Vendor contact information:

Steepmeadow Solutions, LLC
 360 Nueces St, #4104
 Austin, TX 78701-4293

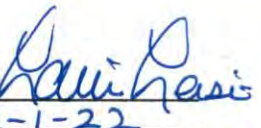
Customer Success Manager:
 Steve Sharpless
 ssharpless@steepmeadow.com
 512.730.9883

Accounts Payable Contact:
 Cindy Bloodsworth Jeanis
 cjeanis@steepmeadow.com
 409.761.1663

Agreed to and Accepted by the Parties:

Steepmeadow Solutions LLC	Jefferson County Texas
By:  FC0E5986A97C41F...	By: 
Name: Steve Sharpless	Name: Judge Jeff Branick
Title: Founder – Steepmeadow Solutions LLC	Title: County Judge
Date: January 25, 2022	Date: February 1, 2022



ATTEST 
 DATE 2-1-22
 LAURIE LEISTER, COUNTY CLERK

Contract Addendum:

Microsoft 365 Change Management & User Adoption Training Program
Proposal to Jefferson County, Texas
Proposal by:
Steepmeadow Solutions, LLC
NCPA contract 01-97
Steepmeadow Solutions Reseller no: 652395

Vendor contact information:

Steepmeadow Solutions, LLC
360 Nueces St, #4104
Austin, TX 78701-4293

Customer Success Manager:
Steve Sharpless
ssharpless@steepmeadow.com
512.730.9883

Accounts Payable Contact:
Cindy Bloodsworth Jeanis
cjeanis@steepmeadow.com
409.761.1663

Agreed to and Accepted by the Parties:

Steepmeadow Solutions LLC	Jefferson County Texas
<small>DocuSigned by:</small> By: <u>Steve Sharpless</u> <small>FC0E5986A97C41F...</small>	By: <u>[Signature]</u>
Name: Steve Sharpless	Name: Judge Jeff Branick
Title: Founder – Steepmeadow Solutions LLC	Title: County Judge
Date: January 25, 2022	Date: February 1, 2022



ATTEST [Signature]
DATE 2-1-22
LAURIE LEWIS, COUNTY CLERK

John Paul's Food Service, LLC

6625 Knollwood Drive
 Beaumont, TX 77706
 409-454-5171

January 23, 2022

Jefferson County
 Purchasing Department
 1149 Pearl Street
 Beaumont, TX 77701

ATTN: Deborah Clark, Purchasing Agent

Re: (IFB 11-054/AW), Term Contract for Snack and Drink Vending Machines for Jefferson County

Dear Ms. Clark,

Since the inception of our contract in 2011 to service the vending machines for Jefferson County, we have experienced a steady increase in the cost of products purchased from the Coca-Cola Bottling Company and all snack items. To date, we have managed to absorb the increase but find it very difficult to continue to do so while still offering the same service.

Based on the above, we hereby request a small price increase as per the attached list. We find this minimal price increase to bring our products just under the current pricing of the same products at all major retailers, including Walmart.

We have enjoyed servicing the vending needs of Jefferson County and look forward to the opportunity to continue our services. We appreciate your consideration and approval of our request.

Respectfully,



Paul D. Brack

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge



ATTEST
 DATE


 2-1-22
 Laurie Lester, County Clerk

IFB 11-054/AW
Term Contract for Snack and Drink Vending Machines for Jefferson County
Awarded: December 5, 2011

Renewal 1: 11/30/2021 – 11/29/2023

Updated 01/21/22

Current Price Change

Product Category	Vend Price	Commission
12 oz. Soft Drink	1.25	0
16 oz. Soft Drink	Na	0
20 oz. Soft Drink	2.00	0
20 oz. Bottled Water	1.75	0
20 oz. Gatorade	2.00	0
Orange juice	2.00	0
16 oz. Canned Energy Drink	3.00	0
Vitamin Water	2.00	0
Small Candy	1.00	0
Chocolate Candy	1.50	0
Chips – large bag	1.50	0
Chips – small bag	1.00	0
Pastry	1.50	0
Crackers	0.75	0

John Paul's Food Service, LLC
6625 Knollwood Drive
Beaumont TX 77706
Attn: David Brack
Phone: 409-454-5171
johnpaulscafe@aol.com



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

ATTACHMENT A

IFB 11-054/AW

Term Contract for Snack and Drink Vending Machines for Jefferson County

Awarded: December 5, 2011

Proposed Pricing

Product Category	Current Vendor Price	New Pricing
12 oz. Soft Drink	1.00	1.25
16 oz. Soft Drink	1.50	NA
20 oz. Soft Drink	1.75	2.00
20 oz. Bottled Water	1.75	1.75
20 oz. Gatorade	1.75	2.00
Orange juice	1.75	2.00
16 oz. Canned Energy Drink	2.25	3.00
Vitamin Water	2.00	2.00
Small Candy	1.00	1.00
Chocolate Candy	1.25	1.50
Chips – large bag	1.25	1.50
Chips – small bag	1.00	1.00
Pastry	1.25	1.50
Crackers	0.75	0.75

John Paul's Food Service, LLC

6625 Knollwood Drive

Beaumont TX 77706

Attn: David Brack

Phone: 409-454-5171

Fax: 409-860-9769

johnpaulscafe@aol.com



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701

Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Yea Mei Sauer
Assistant Purchasing Agent

Date: January 27, 2022

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

Yea-Mei Sauer

JEFFERSON COUNTY PURCHASING DEPARTMENT
DISPOSAL OF SALVAGE PROPERTY

Date: 01-20-22

Department: Sheriff

Contact Person: Dana Aguilard

Phone: 409-835-8734

Fax: 409-720-4031

Department Head Approval: _____

Approved in Com. Court:

[illegible]

FOR DISPOSAL

1. DAS-HY-NMNF-01S - Coupling
2. Antenna box
3. Master Recorder - CPU HP Model HSTNS-2116 SN- USE729NC8V
PID 412644-821
4. License Plate Reader
 - Main box SN-070122
 - 3 Cameras COBRA01_EN1_810_DC
 - SN-001707
 - SN-001697
 - SN-001714
 - 3 Camera Breakout Enclosure Model HW073
 - Mounting Brackets and wiring
5. 10- N Male Connectors Andrew F4PNMV2-HC-GSA
6. 36-Digital Patrolers
 - Marked 1187 DP200808CM0174
 - Marked 1168 DP200845CM0492
 - Marked 1169 DP200809CM0080
 - Marked 1176 DP200808CM0016
 - Marked 1171 DP200813CM0467
 - Marked 1153 DP200808CM0169
 - Marked TRISH DP200815CM0350
 - Marked 1186 DP200815CM0327
 - DP200804CM0716
 - Marked 1179 DP200815CM0384
 - Marked 1188 DP200809CM0123
 - Marked 1178 DP200808CM1021
 - Marked 1167 DP200813CM0531
 - Marked 1143 DP200809CM0076
 - Marked 1185 DP200813CM0475
 - Marked 1149 DP200808CM0239
 - Marked 1191 DP200808CM0316
 - Marked 1189 DP200807CM0663
 - Marked 1192 DP200809CM0051
 - Marked 1183 DP200811CM1570
 - Marked 1177 DP200813CM0530
 - Marked 1144 DP200809CM0038
 - Marked 1158 DP200808CM0172
 - Marked 1180 DP200809CM0120
 - Marked 1172 DP200813CM0018
 - Marked 1165 DP200809CM0054
 - Marked 1157 DP200808CM0018
 - Marked 1181 DP200814CM0524
 - Marked 1152 DP200809CM0035
 - Marked DP200809CM0036
 - Marked 1170 DP200806CM0405
 - Marked 1155 DP200815CM0369
 - Marked 1182 DP200810CM0170
 - Marked 1184 DP200807CM0859
 - Marked 1166 DP200808CM0011
 - Marked 1190 DP200824CM0461

36-Linksys Wireless G Ethernet Bridge Model WET546

BDY41GC01680
BDY41GA06174
BDY41GA05960
BDY41G605979
BDY41GA07406
BDY41G807738
BDY41G807692
BDY41GB02766
BDY41G807814
BDY41GA07106
BDY41G807715
BDY41GA03999
BDY41G807721
BDY41G807788
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BDY41G807702
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BDY41G606043
BDY41GA06237
BDY41G606083
BDY41GC01817
BDY41GA03266
BDY41GC01688
BDY41G807875
BDY41G807763
BDY41GA06979
BDY30EC13393
BDY41F900723
BDY41H701521

36- Monitors Integrian 7065981

SN-LCD20813CM0766
SN-LCD20822CM0303
SN-LCD20813CM0689
SN-LCD20813CM0691
SN-LCD20814CM0254
SN-LCD20813CM0758
SN-LCD20803CM0097
SN-LCD20813CM0760
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SN-LCD20810CM0219
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SN-LCD20812CM0354
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SN-LCD20834CM0115
SN-LCD20813CM0693
SN-LCD20812CM0339
SN-LCD20830CM0174
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SN-LCD20834CM0110
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SN-LCD20814CM0302
SN-LCD20813CM0735
SN-LCD20813CM0710
SN-LCD20813CM0696

35- Cameras Integrian LVC-A915HM

SN-C0007516
SN-C0003376
SN-C0004476
SN-C0004864
SN-C0004656
SN-C0004164
SN-C0007168
SN-C0004579
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SN-C0004483
SN-C0004825
SN-C0004354
SN-C0004454
SN-C0004348
SN-C0007487

49-FHSS 95CH CCR24DST
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SN-RX000924TS0971
SN-RX000924TS0966
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SN-RX000924TS0974
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SN-RX000924TS0965
SN-RX000924TS0865
SN-RX000924TS0842
SN-RX000924TS0852
SN-RX000924TS0831
SN-RX000924TS0968
SN-RX000924TS0846
SN-RX000924TS0851
SN-RX000924TS0973
SN-HX001016TS1104
SN-HX001016TS1186
SN-HX001016TS1208
SN-HX001016TS1181
SN-HX001016TS1209

SN-HX001016TS1189
 SN-HX001016TS1189
 SN-HX001016TS1193
 SN-HX001016TS1188
 SN-HX001016TS1217
 SN-HX001016TS1194
 SN-HX001016TS1195

1- Mini Camera RCIC0824SC0469
 SN-RCIC0836CM0121

28 -Mini Camera PC6EX2

SN-7GU42646
 SN-7GU41431
 SN-7GU41440
 SN-7GU41415
 SN-7GU41436
 SN-7GU41421
 SN-7GU41430
 SN-7GU41426
 SN-6LP40795
 SN-7GU42743
 SN-7GU41448
 SN-7GU41410
 SN-7GU41432
 SN-7GU41644
 SN-7GU41455
 SN-7GU41422
 SN-7GU41409
 SN-7GU41433
 SN-7GU41449
 SN-7GU41427
 SN-7GU41442
 SN-7GU41418
 SN-7GU41412
 SN-7GU41443
 RCIC0836CM0443
 RCIC0819CM0820
 RCIC0819CM1030
 RCIC0819CM1032

4-Power Supplies Linksys AD5V/2A-SW

SN-EXH-07-10-01360
 SN-EXH-07-10-011C2
 SN-EXH-07-08-00193
 SN-EXH-07-09-011CB

7- Power Supplies DVE MODEL DSA-15P-12
 no serial numbers

Wiring and hardware

7. Motorola Model 5730BHC SN-000456006390

8. Verint/Nextiva S170E- Networked ED Video Server
SN-07VS025000570



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Yea Mei Sauer
Assistant Purchasing Agent

Date: January 27, 2022

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

Yea-Mei Sauer

Date: 01-20-22

Department Sheriff

Contact Person: Dana Aguiillard

Phone: 409-835-8734

Fax: 409-720-4031

Department Head Approval: _____

Approved in Com. Court:

[illegible]

SCRAP (METAL)

1. Whirlpool Washer WFW9550WW00 SN- HL10880969
2. Kitchen Aid Dryer KEYS750JQ1 SN- MM0906620
3. Tappan Range No serial number No model number
4. Roper Range FGP305KW4 SN- VET1401049
5. Scotsman Ice machine C0530MA-1B SN-10061320010816
6. Manitowoc Ice machine QD0602A SN-030463947
7. Heyer Rectifier, Metallic Mod 25974 SN- 3486
8. Metal File Box-5 drawer
9. 2- 4 bay metal lockers
10. 1- single metal locker
11. 5- Universal Space Heaters Model 280-1F
 1. SN 017310481
 2. SN 017310527
 3. SN 016891532
 4. SN 016891529
 5. SN 017310472
12. Fuel Tank
13. Truck tool box
14. Car gas tank
15. Container box steel
16. APC-Searchlight SN-982
17. Metal compartment-truck bed
18. Excell Pressure washer EXHP3640 SN-Y123
19. Dayton Space Heater 110,000 BTU SN- 823109
20. Craftsman Air Compressor 919-16523 SN- 9816T133394
21. 2- Boat Seats
22. T-Max Winch EW-12500 SN WT812452714
23. 2- Fuel Tanks
24. GM Transfer Case 246GM SN 15039438
25. Flopro Fan Model 10248 SN 000248
26. Battery Charger NSN-6130010413490
27. Christie Battery Charger RF80H SN 02J2523GA
28. 5- Boat Lower Units no SN's available
29. Coleman Mach Roof Mount Air Conditioner unit - Boat mount-
Mod 48203-9666 SN 141013238
30. Craftsman Pressure Washer 580 768341 SN6521741
31. Hose reel
32. 8 - Electric Winch Motors - Marine Unit dock
 1. Marathon 5KC49TN0155A SN-K16J140049
 2. Marathon 5KC49PN0216 SN-C13J280304
 3. Marathon 5KC49PN0216 SN-C13J280147
 4. Marathon 5KC49PN0216 SN-C13J10067
 5. Marathon 5KC49PN02 SN-D13J230080
 6. Marathon Model and SN not available
 7. Aqua Marine Supply C56AD36B17 SN-1420TEB
 8. Aqua Marine Supply C56AD36B17 SN-028196M
33. Valdor electric motor M3212T. SN F0802153236
34. Marathon electric motor 5KC49PN0216 SN-C13J280400
35. 2- Pump motors Briggs and Stratton Model 92902 0249 No SN avail.

XX

36. 17- Westerbeke Generators

1. Engine 5.0MCG SN-256214MD
Generator SN-1630684
2. Engine 5.0MCG SN-35285_PI
Generator SN-1909626
3. Engine 5.0 MCG SN-352868PI
Generator SN-1562698
4. Engine 5.0 MCG SN-278443MG
Generator SN-16464_4
5. Engine 6.5 MCG SN-356356RG
Generator SN-2044538
6. Engine 5.0 MCG SN-354916RE
Generator SN- 2044502
7. Engine 5.0 MCG SN-348827QF
Generator SN-1972514
8. Engine 5.0 MCG SN-278435MG
Generator SN-1648471
9. Engine 5.0 BCG SN-65256KG
Generator SN-148177_
10. Engine 5.0 MCG SN-3317__ OF
Generator SN- 180__ 70
11. Engine SN-535__ ???
Generator SN-535__ ??? Manuf Feb 09
Factory Original with Boat purchase on Grant
12. Engine Only No numbers available
13. Engine Only No numbers available
14. Engine 7X7XS 6620AA SN-415102-E708 Manuf 2007
(Possibly original engine out Boat 1053)
15. Engine 8X7XS 6602AA SN-535468-E802
Original equip from boat purchase on Grant
16. Engine 5.0 MCG SN-354971RF
Generator SN- 2044443
17. Engine 5.0 MCG SN-331746OG
Generator SN- 1809269

37. Yamaha 300 Boat Motor Engine Block SN-D51028 (Boat motor Replaced under warrant)

38. 2- Coleman Mach Roof mount air conditioners - boat

1. 48203-9666 SN-141019541

2. 48203-9666 SN-141013239

39. General Purpose Flat Bed Trailer 5 Ton/4 Wheel

VIN PB02542973

PN 8750137

NSN 2330-01-207-3533

Utility Tool and Body Co. Inc.

(Never registered, Mil surplus, No title)

40. Metal Ladder parts

41. Fencing

42. Miscellaneous metal trailer parts, axels, frame pieces etc..

43. Assorted Scrap parts

**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2672**

It is hereby stipulated by and between the undersigned Claimant [Jack Brooks Regional Airport, Claimant], (hereinafter, collectively, "Claimants"), and the defendant, United States of America, including its agents, servants, and employees (hereinafter "United States"), collectively, "the parties," by and through their respective attorneys, as follows:

1. The parties to this Stipulation for Compromise Settlement and Release (hereinafter "Stipulation") do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, including claims for wrongful death, arising directly or indirectly from the acts or omissions that gave rise to the administrative claim of Jack Brooks Regional Airport, as set forth in claim 19-131-T059, for property damage incurred as a result of a helicopter accident allegedly caused by Government Employees while landing at the Jack Brooks Regional Airport on or about December 7, 2017. The claim alleges helicopter blades from a US Army helicopter came into contact with Airport Hangar Number Three (#3) sending debris into and through Airport Hangar Number Two (# 2), damaging the hangars and several airplanes housed inside. The claim is hereby settled under the terms and conditions set forth in this Stipulation.

2. This Stipulation is not, and is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to Claimant. This

settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

3. In consideration for the Claimant's agreement to accept the terms and conditions of this settlement, the United States agrees to pay Claimant the amount of **Two Hundred Sixty-Seven Thousand Six Hundred Ninety-Four Dollars Ninety Cents (\$267,694.90)** (hereinafter "Settlement Amount") as follows:

a. Within three business days after the undersigned counsel for the United States receives (1) this Stipulation signed by all parties to said document; (2) the Social Security number or tax identification number, and Claimant's attorney; and (3) an authorization by the Attorney General or its designee to conclude negotiations and to consummate the settlement, counsel for the United States will send a formal request to the United States Department of the Treasury requesting payment for the Settlement Amount, made payable to Claimant, be delivered to Claimant's attorney.

With respect to the payment of the Settlement Amount, Claimant stipulates and agrees that the United States will not sign an annuity application form, a uniform qualified settlement form, or any equivalent such forms, and that the United States will not pay the Settlement Amount into a qualified settlement fund or an equivalent fund or account. Claimant further stipulates and agrees that it, its' attorney(s), any Guardian Ad Litem, and its representatives (including any structured settlement annuity broker, regardless of whether said broker was retained by them or by someone else, either before, during, or after the settlement) will not attempt to structure the Settlement Amount in any way, form, or manner, including by placing any of the Settlement Amount into any qualified

settlement fund or its equivalent. However, nothing in this Paragraph 3.a. precludes Claimant from purchasing non-qualified annuities after Claimant has cashed the Settlement Amount check, but it agrees that it will not represent to any person, entity, or agency that it is purchasing qualified structured settlement annuities and it agrees it will not attempt to purchase such structured settlement annuities.

Claimant agrees to endorse the Settlement Amount over to its attorney to be deposited in the attorney's client trust account to facilitate the disbursement of the Settlement Amount. Claimant stipulates and agrees that it's attorney shall escrow the aggregate face value of any and all currently known liens and currently known claims for payment or reimbursement, including any such liens or claims by Medicaid (including the State of Texas or any other state) or Medicare, arising out of the subject matter that gave rise to the above-referenced claim, whether disputed as legally valid or not, and shall not distribute to Claimant any portion of the escrowed amount unless and until said liens and claims have been paid or resolved.

The parties agree that any attorneys' fees owed by Claimant in its Federal Tort Claims Act claim against the United States shall not exceed twenty percent (20%) of the Settlement Amount 28 U.S.C. § 2678. The parties further agree that any such attorneys' fees, along with Claimant's costs and expenses of this claim against the United States and any court proceedings reviewing the settlement for approval purposes, shall be paid out of the Settlement Amount paid pursuant to paragraph 3.a. above, and not in addition thereto. The parties further agree that any fees, including fees of any legal Guardian Ad Litem, incurred in providing legal services in this matter and in any court

proceedings reviewing the settlement for approval purposes shall be considered attorneys' fees and not costs, and shall be subject to the provisions of 28 U.S.C. § 2678.

Claimant stipulates and agrees that it is legally responsible for any and all past, present, and future liens and past, present, and future claims for payment or reimbursement, including any past, present, and future liens or claims for payment or reimbursement by any individual or entity, including an insurance company, Medicaid (including State of Texas) and Medicare, arising from the injuries that are the subject matter of this claim. Claimant stipulates and agrees that it will satisfy or resolve any and all such past, present, and future liens or claims for payment or reimbursement asserted by any such individual or entity. Claimant agrees that, no later than thirty (30) days from the date any past, present, or future lien or claim for payment or reimbursement is paid or resolved by Claimant, it will provide to the United States evidence that said lien or claim has been satisfied or resolved and that said lienholder has waived and released such lien or claim. The evidence required by the terms of this Paragraph may be satisfied by a letter from Claimant's attorney representing to counsel for the United States that such lien or claim has been satisfied or resolved and that the lienholder has waived and released such lien and claim.

4. Claimant and any guardians, guardian ad litem (if any), heirs, executors, administrators, and assigns hereby accept the settlement and the payment of the Settlement Amount in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of any kind, whether known or unknown, including any future claims for survival or wrongful death, and any claims for fees, interest, costs,

and expenses, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, including the death of Jack Brooks Regional Airport, or damage to property, and the consequences thereof, which Claimant or its heirs, executors, administrators, or assigns may have or hereafter acquire against the United States on account of the subject matter that gave rise to the above-referenced claim.

Claimant does hereby, for good and valuable consideration, the receipt of which is hereby acknowledged, release and forever discharge the United States, and its respective officials, agencies, representatives, officers, employees, agents, assigns and attorneys, from any and all claims, demands, rights, causes of actions, liens, and all other liabilities whatsoever, whether known or unknown, suspected or unsuspected, that Claimant has had, now has or hereafter may have with respect to the same subject matter that gave rise to the above-referenced claim, as well as claims relating to or arising out of the subject matter that gave rise to the above-referenced claim that could have been but were not alleged in this claim.

Claimant and Claimant's guardians, heirs, executors, administrators, and assigns further agrees to reimburse, indemnify, and hold harmless the United States from and against any and all claims, causes of action, liens, rights, or subrogated or contribution interests (whether such claims, causes of action, liens, rights, subrogated interests, or contribution interests sound in tort, contract, or statute) incident to, or resulting or arising from, the acts or omissions that gave rise to the above-referenced claim, including claims or causes of action for wrongful death.

5. This compromise settlement is specifically subject to each of the following conditions:

a. The Attorney General or the Attorney General's designee must approve the terms and conditions of the settlement and authorize the attorney representing the United States to consummate a settlement for the amount and upon the terms and conditions agreed upon by the parties, as set forth in this Stipulation.

b. The parties must agree in writing to the terms, conditions, and requirements of this Stipulation. The parties stipulate and agree that the Stipulation and the compromise settlement are null and void in the event the parties cannot agree on the terms, conditions, and requirements of this Stipulation. The terms, conditions, and requirements of this Stipulation are not severable and the failure to agree, fulfill, or comply with any term, condition, or requirement renders the entire Stipulation and the compromise settlement null and void. The parties must agree to the terms, conditions, and requirements of this Stipulation before undersigned counsel for the United States will seek settlement authority from the Attorney General or the Attorney General's designee.

c. Claimant must obtain a release and waiver of any claim or cause of action (whether sounding in tort, contract, statute, or otherwise) that any alleged tortfeasor, if any, has or may have in the future against the United States arising out of the subject matter of the above-referenced claim. This condition is for the benefit of the United States exclusively. The United States will provide the form of Release and Waiver, or any changes to the form required by the United States, to be used by Claimant in obtaining a Release and Waiver from any alleged tortfeasor. Before the unsigned

counsel for the United States will seek settlement authority from the Attorney General or the Attorney General's designee, Claimant must provide the United States with either (i) all such releases and waivers required by this Paragraph 5.c., or (ii) a written representation by Claimant's attorney stating that, after a diligent search of Claimant's attorney's law firm's records and files, including expert and consultant reports, and of Claimant's records and files, Claimant and its attorney is unaware of any such potential tortfeasor.

6. The parties agree that this Stipulation, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in its entirety, and Claimant expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

7. Claimant shall be solely responsible for full compliance with all applicable Federal, state, and local tax requirements. Claimant executes this Stipulation without reliance upon any representation by Defendant as to tax consequences, and Claimant is responsible for the payment of all taxes that may be associated with this settlement. Further, nothing in this Stipulation waives or modifies Federal, state, or local laws pertaining to taxes, offsets, levies, and liens that may apply to this Stipulation or the Settlement Amount proceeds. Claimant executes this Stipulation without reliance on any representation by Defendant as to the application of any such law. Claimant, on behalf of itself and its guardians, heirs, executors, administrators, assigns, subrogees, predecessors in interest, and successors in interest, understand and agree that this transaction may be reported to the Internal Revenue Service and other government

agencies in the ordinary course of the business of the United States and may be subject to offset pursuant to the Treasury Offset Program.

8. Payment of the settlement amount will be made by government electronic funds transfer as per the following:

A.	Name of Bank:	<u>Allegiance Bank</u>
B.	Street Address of Bank:	<u>55 IH-10 North</u>
C.	City, State and Zip Code of Bank:	<u>Beaumont, Texas 77707</u>
D.	Routing Number:	<u>113025723</u>
E.	Name of Account:	<u>Jefferson County General Funding</u>
F.	Account Number:	<u>1004221717</u>
G.	Account Type:	<u>Checking</u>

Claimant's attorney agrees to distribute the settlement proceeds to the claimant.

9. Claimant represents that it has read, reviewed and understands this Stipulation, and that it is fully authorized to enter into the terms and conditions of this agreement and that it agrees to be bound thereby. Claimant further acknowledges that it enter into this Stipulation freely and voluntarily. Claimant further acknowledge that it has had sufficient opportunity to discuss this Stipulation with its attorney, who has explained the documents to Claimant and that Claimant understands all of the terms and conditions of this Stipulation.

10. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

WHEREAS, the parties accept the terms of this Stipulation for Compromise Settlement and Release as of the dates written below:

Executed this _____ day of _____, 2022.

Michael W. Davis
Attorney for United States of America

Executed this _____ day of _____, 2022.

**Judge Jeff Branick, County Judge, Representative for Jack Brooks Regional
Airport,
Claimant**

74-6000291

Tax Identification Number (Airport)

[19-131-T059]

Stipulation for Compromise Settlement and Release
(January 12, 2022)

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: JANUARY 24, 2022

The following budget amendment for Nurse Practitioner is necessary for additional cost for overtime.

120-5076-441-1098	Overtime	\$750
120-9999-415-9999	Contingency	\$750



Jefferson County

Public Health Department

Ezea D. Ede, M.D.
County Health Authority

Crystal Jones M. Ed.
Administrative Director

MEMORANDUM

Date: January 20, 2022
To: Fran Lee, 1st Assistant County Auditor
Cc: file
From: Candice Ford, Administrative Operations Manager
RE: Transfer Funds

Due to an increase in material costs Vector Security's upgrade is going to be an additional \$652.00 totaling 6,422.03 for Public Health Unit I. We are requesting the following transfer:

From:

120-5074-441.30-84	Minor Equipment	\$652.00
--------------------	-----------------	----------

To:

120-5074-441.60-18	Power Tools & Appliances	\$652.00
--------------------	--------------------------	----------

Thank you for presenting this request to the Commissioners Court for approval.

Candice Ford
Administrative Operations Manager

Unit I- 1295 Pearl Street – Beaumont, TX 77701
(409) 835-8530 – Facsimile (409) 839-2353
Unit II- 800 4th Street – Port Arthur, TX 77640
(409) 983-8380 – Facsimile (409) 983-8378



3515 Fannin St. Suite 106
 Beaumont, TX 77701
 T: 409-722-3700
www.vectorsecurity.com

January 19, 2022

Jefferson County Health Department
 1295 Pearl St
 Beaumont, TX

Rachel,

Vector Security is pleased to present this proposal for upgrades. Please see the list of equipment to be installed.

Burglar Alarm

- 1 – DSC Neo Control Panel
- 3 – Keypads
- 2 – Zone Expanders
- 6 – Panic Buttons
- 1 – Repeater (Signal Booster)

The cost for material and labor is \$1,628.08. The monthly fee will increase by \$15.00.

CCTV

- 4 – Dome Cameras 5MP
- 1 – Wireless Router
- 1 – 32" Monitor
- 1 – NVR, 4channel, 2TB Storage

The cost for the material and labor is \$2,637.00.

Access

- 1 – Door Station
- 1 – Outside Keypad
- 1 – Master Station

The cost for material and labor is \$2,156.95.

I appreciate the opportunity to make this proposal and look forward to being of service to you. Please do not hesitate to contact with any questions or concerns.

Best Regards,

Dee Lane

Commercial Sales
 Cell 409-719-3530
DKLane@VectorSecurity.com

Intelligent security *tailored for you.*SM



JEFFERSON COUNTY SHERIFF'S DEPARTMENT

REGIONAL CRIME LABORATORY

5030 Highway 69 South, Suite 500

Beaumont, Texas 77705-9630

(409) 726-2577 FAX (409) 726-2576

TO: Fran Lee
Jefferson County Auditing Department

FROM: Emily Esquivel *EE*
Crime Lab Director

RE: Budget Amendment

DATE: January 26, 2022

The Crime Laboratory is requesting the transfer of \$4,519. The budget amendment is needed to provide an unplanned match due to the cost difference of the price of testing equipment awarded in the Coverdell Forensic Sciences Improvement Grant. Please transfer \$3,500 from budget account 120-3060-421-60-07 and \$1,019 from 120-3060-421-40-11 to 120-1024-491-50-97.

PGM: GMCOMMV2	DATE 02-01-2022	PAGE: 1
NAME	AMOUNT	CHECK NO. 45 TOTAL
ROAD & BRIDGE PCT.#1		
ABLE FASTENER, INC.	24.64	491661
AT&T	68.10	491728
TEJAS TRUCK & RV SUPERSTORE	349.00	491734
DEPARTMENT OF INFORMATION RESOURCES	.13	491756
VERIZON WIRELESS	76.00	491769
VERIZON WIRELESS	75.98	491770
ADVANCE AUTO PARTS	580.27	491839
A-1 MAIDA FENCE COMPANY	750.00	491848
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
		2,023.12**
ROAD & BRIDGE PCT.#2		
MUNRO'S	20.00	491700
OFFICE DEPOT	65.14	491704
DEPARTMENT OF INFORMATION RESOURCES	.02	491756
LOWE'S HOME CENTERS, INC.	507.28	491783
NEW WAVE WELDING TECHNOLOGY	7.75	491808
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
WASHINGTON COUNTY TRACTOR, INC	410.42	491890
		1,109.61**
ROAD & BRIDGE PCT. # 3		
COASTAL WELDING SUPPLY	205.25	491677
GULF COAST AUTOMOTIVE, INC.	87.99	491687
ENTERGY	262.77	491688
RITTER @ HOME	39.99	491711
S.E. TEXAS BUILDING SERVICE	65.00	491724
TIME WARNER COMMUNICATIONS	123.38	491731
VERIZON WIRELESS	37.99	491769
VERIZON WIRELESS	37.99	491770
SUNBELT RENTALS	98.00	491788
NORTHERN TOOL AND EQUIPMENT	911.37	491824
		1,869.73**
ROAD & BRIDGE PCT.#4		
SPIDLE & SPIDLE	5,493.89	491664
CITY OF BEAUMONT - WATER DEPT.	21.56	491675
COASTAL WELDING SUPPLY	74.40	491677
M&D SUPPLY	208.39	491696
MUNRO'S	226.94	491700
OFFICE DEPOT	673.02	491704
PHILPOTT MOTORS, INC.	537.27	491705
SMART'S TRUCK & TRAILER, INC.	115.00	491722
TAC - TEXAS ASSN. OF COUNTIES	230.00	491730
UNITED STATES POSTAL SERVICE	3.42	491777
NATALIE ROBERTS	28.00	491805
ACT PIPE AND SUPPLY	310.10	491810
ON TIME TIRE	200.00	491829
TRANSIT & LEVEL CLINIC LLC	35.85	491852
HERC RENTALS INC	474.00	491854
O'REILLY AUTO PARTS	147.10	491865
GULF COAST	180.90	491872
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
WASHINGTON COUNTY TRACTOR, INC	1,761.72	491890
DIRECTV, LLC	1,134.01	491893
		11,954.57**
ENGINEERING FUND		
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	491883
		275.00**
PARKS & RECREATION		
ROSS RIDGE SAND COMPANY LP	271.20	491801
		271.20**
GENERAL FUND		
TAX OFFICE		
THE EXAMINER	2,167.50	491682
OFFICE DEPOT	1,211.00	491704
ACE IMAGEWEAR	39.42	491720

PGM: GMCOMMV2	DATE 02-01-2022		PAGE: 2 46
NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	742.14	491753	
UNITED STATES POSTAL SERVICE	1,427.09	491777	
ROCHESTER ARMORED CAR CO INC	378.40	491821	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	491883	6,361.55*
COUNTY HUMAN RESOURCES			
PINNACLE EMPLOYEE TESTING	510.00	491706	
SETHRA	130.00	491725	
UNITED STATES POSTAL SERVICE	.53	491777	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883	739.53*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	774.79	491777	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	491883	985.79*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	185.49	491777	
RICOH USA INC	197.27	491836	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	491883	791.76*
COUNTY JUDGE			
SECRETARY OF STATE - NOTARY PUBLIC	42.00	491717	
CHARLES ROJAS	500.00	491755	
UNITED STATES POSTAL SERVICE	.92	491777	
KENT W JOHNS	500.00	491823	
GREGORY LAW FIRM	500.00	491825	
THOMSON REUTERS-WEST	237.00	491841	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883	
CARRIER & ALLISON LAW GROUP PC	1,000.00	491885	2,878.92*
RISK MANAGEMENT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883	99.00*
COUNTY TREASURER			
OFFICE DEPOT	387.24	491704	
UNITED STATES POSTAL SERVICE	154.84	491777	542.08*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	491807	499.00*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	4.12	491777	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883	103.12*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	30.00	491692	
OFFICE DEPOT	182.68	491704	
TAC - TEXAS ASSN. OF COUNTIES	2,440.00	491729	
TIME WARNER COMMUNICATIONS	227.66	491732	
ADVANCED STAFFING	97.50	491751	
TEXAS COMMISSION ON ENVIRONMENTAL	100.00	491787	
CROWN CASTLE INTERNATIONAL	1,688.17	491790	
ROCHESTER ARMORED CAR CO INC	6,054.23	491821	
LJA ENGINEERING INC	747.50	491830	11,567.74*
DATA PROCESSING			
VERIZON WIRELESS	75.98	491769	
VERIZON WIRELESS	75.98	491770	
MHC DATACOMM	4,060.00	491812	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883	4,310.96*
VOTERS REGISTRATION DEPT			

PGM: GMCOMMV2	DATE 02-01-2022	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	3.23	491777
ELECTIONS DEPARTMENT		3.23*
THE EXAMINER	137.50	491682
DEPARTMENT OF INFORMATION RESOURCES	.03	491756
UNITED STATES POSTAL SERVICE	265.53	491777
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
DISTRICT ATTORNEY		502.06*
UNITED STATES POSTAL SERVICE	157.40	491777
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	491883
DISTRICT CLERK		665.40*
OFFICE DEPOT	17.29	491704
UNITED STATES POSTAL SERVICE	337.74	491777
ENGINEERING INNOVATION	667.64	491856
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
CRIMINAL DISTRICT COURT		1,121.67*
RENE MULHOLLAND	10,416.70	491744
UNITED STATES POSTAL SERVICE	.53	491777
TONI RIDEOUT	600.00	491809
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	491883
58TH DISTRICT COURT		11,215.23*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
60TH DISTRICT COURT		99.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
136TH DISTRICT COURT		99.00*
UNITED STATES POSTAL SERVICE	7.69	491777
172ND DISTRICT COURT		7.69*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
252ND DISTRICT COURT		99.00*
WENDELL RADFORD	2,400.00	491710
UNITED STATES POSTAL SERVICE	45.18	491777
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
279TH DISTRICT COURT		2,544.18*
PHILLIP DOWDEN	990.00	491667
SAM HOUSTON STATE UNIVERSITY	255.00	491713
KEVIN PAULA SEKALY PC	1,050.00	491718
JOEL WEBB VAZQUEZ	550.00	491793
KIMBERLY PHELAN, P.C.	325.00	491796
TONYA CONNELL TOUPS	440.00	491803
JASON ROBERT NICKS	220.00	491817
THOMSON REUTERS-WEST	53.32	491841
MATUSKA LAW FIRM	550.00	491846
317TH DISTRICT COURT		4,433.32*
MARVA PROVO	1,500.00	491708
ANITA F. PROVO	700.00	491709
CHARLES ROJAS	1,650.00	491755
GLEN M. CROCKER	1,100.00	491778
DONEANE E. BECKCOM	300.00	491779
JOEL WEBB VAZQUEZ	1,375.00	491793
KIMBERLY PHELAN, P.C.	2,100.00	491796
BRITTANIE HOLMES	1,950.00	491834
WILLIAM FORD DISHMAN	1,800.00	491843

PGM: GMCOMMV2	DATE 02-01-2022	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883 12,574.00*
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	13.05	491777
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883 112.05*
JUSTICE COURT-PCT 1 PL 2		
UNITED STATES POSTAL SERVICE	32.73	491777 32.73*
JUSTICE COURT-PCT 4		
MCNEILL INSURANCE AGENCY	71.00	491698
OFFICE DEPOT	65.10	491704
POSTMASTER	1,350.00	491707
DEPARTMENT OF INFORMATION RESOURCES	.11	491756 1,486.21*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	25.21	491777
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883 124.21*
JUSTICE COURT-PCT 7		
AT&T	34.02	491728
DEPARTMENT OF INFORMATION RESOURCES	.06	491756 34.08*
JUSTICE OF PEACE PCT. 8		
UNITED STATES POSTAL SERVICE	12.91	491777
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883 111.91*
COUNTY COURT AT LAW NO.1		
OFFICE DEPOT	119.87	491704
UNITED STATES POSTAL SERVICE	3.76	491777
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883 222.63*
COUNTY COURT AT LAW NO. 2		
THOMAS J. BURBANK PC	400.00	491672
BRUCE W. COBB	250.00	491678
TERRENCE HOLMES	130.00	491691
UNITED STATES POSTAL SERVICE	5.53	491777
LANGSTON ADAMS	550.00	491784
WILLIAM MARCUS WILKERSON	550.00	491835
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
CARRIER & ALLISON LAW GROUP PC	1,050.00	491884 3,034.53*
COUNTY COURT AT LAW NO. 3		
BRUCE N. SMITH	350.00	491723
TEXAS COURT REPORTERS ASSOCIATION	125.00	491740
UNITED STATES POSTAL SERVICE	11.53	491777
LANGSTON ADAMS	300.00	491784
JOEL WEBB VAZQUEZ	300.00	491793
KIMBERLY PHELÂN, P.C.	300.00	491796
TURK LAW FIRM	250.00	491837
THE SAMUEL FIRM, PLLC	400.00	491869
LAW OFFICE OF CHARLES MCINTOSH	250.00	491879 2,286.53*
COURT MASTER		
OFFICE DEPOT	9.00	491704
BUDDIE J HAHN	313.49	491874
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883 421.49*
MEDIATION CENTER		
OFFICE DEPOT	53.71	491704
SOUTHEAST TEXAS WATER	80.35	491726
TEXAS ASSN. OF MEDIATORS	275.00	491735

PGM: GMCOMMV2	DATE 02-01-2022	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
TEXAS ASSN. OF MEDIATORS	75.00	491736
TEXAS ASSN. OF MEDIATORS	50.00	491737
TEXAS ASSN. OF MEDIATORS	50.00	491738
UNITED STATES POSTAL SERVICE	3.50	491777
		587.56*
COMMUNITY SUPERVISION		
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	491883
SHERIFF'S DEPARTMENT		396.00*
EQUINE MEDICINE & SURGERY	460.50	491681
KIRKSEY'S SPRINT PRINTING	49.90	491694
OFFICE DEPOT	1,197.74	491704
SAM'S WESTERN WEAR, INC.	720.62	491714
TEXAS DISTRICT & COUNTY ATTY ASSN.	790.00	491739
CDW COMPUTER CENTERS, INC.	87.29	491753
DEPARTMENT OF INFORMATION RESOURCES	537.40	491756
VERIZON WIRELESS	3,457.09	491773
UNITED STATES POSTAL SERVICE	538.50	491777
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	491781
RITA HURT	1,925.00	491827
AC-U-KWIK	130.00	491849
GALLS LLC	1,874.45	491850
TND WORKWEAR CO LLC	136.00	491857
THE MONOGRAM SHOP	976.50	491858
AXON ENTERPRISE INC	610.00	491859
NEIGHBORHOOD VETERINARY CENTERS	227.81	491877
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	491883
		14,283.70*
CRIME LABORATORY		
ASCLD	150.00	491659
ACCUTOX, INC.	76.00	491660
ALLOMETRICS INC.	1,269.00	491663
DELL MARKETING L.P.	11,053.28	491680
FISHER SCIENTIFIC	80.25	491684
HENRY SCHEIN, INC.	66.97	491716
ULINE SHIPPING SUPPLY SPECIALI	46.44	491743
VERIZON WIRELESS	37.99	491774
CAYMAN CHEMICAL COMPANY	177.00	491818
EPPENDORF NORTH AMERICA INC	308.28	491833
AIRGAS USA, LLC	200.50	491866
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
		13,564.71*
JAIL - NO. 2		
BELL FENCE MFG. CO.	1,752.58	491670
COASTAL WELDING SUPPLY	99.20	491677
W.W. GRAINGER, INC.	320.69	491685
M&D SUPPLY	173.23	491696
OFFICE DEPOT	2,401.09	491704
SHERWIN-WILLIAMS	728.38	491721
WHOLESALE ELECTRIC SUPPLY CO.	316.01	491747
DEPARTMENT OF INFORMATION RESOURCES	.92	491756
LOWE'S HOME CENTERS, INC.	322.23	491783
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	1,076.22	491811
WORLD FUEL SERVICES	2,075.71	491816
INDUSTRIAL & COMMERCIAL MECHANICAL	487.25	491832
THOMSON REUTERS-WEST	210.00	491841
GALLS LLC	2,283.65	491850
CORRHEALTH LLC	382,992.66	491863
TRINITY SERVICES GROUP INC	52,305.30	491871
EPIC BUSINESS ESSENTIALS, LLC	26.40	491876
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	491883
		448,389.52*
JUVENILE PROBATION DEPT.		
EDWARD B. GRIPON, M.D., P.A.	450.00	491686
OFFICE DEPOT	111.49	491704
VERIZON WIRELESS	53.37	491769
VERIZON WIRELESS	52.94	491770
UNITED STATES POSTAL SERVICE	8.12	491777

PGM: GMCOMMV2	DATE 02-01-2022	PAGE: 6 50
NAME	AMOUNT	CHECK NO. TOTAL
NISHA AMIN	820.00	491804
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	491883
JUVENILE DETENTION HOME		1,792.92*
FLOWERS FOODS	91.64	491791
BEN E KEITH FOODS	3,107.53	491792
VANSCHUCA SANDERS-CHEVIS	400.00	491797
A1 FILTER SERVICE COMPANY	183.79	491826
WASTEWATER TRANSPORT SERVICES LLC	996.67	491847
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
VEQUAL ROBERTS	500.00	491887
CONSTABLE PCT 1		5,378.63*
VERIZON WIRELESS	227.94	491769
VERIZON WIRELESS	227.94	491770
UNITED STATES POSTAL SERVICE	21.22	491777
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
CONSTABLE-PCT 2		576.10*
VERIZON WIRELESS	113.97	491769
VERIZON WIRELESS	113.97	491770
CONSTABLE-PCT 4		227.94*
TEXAS STATE UNIVERSITY SAN MARS	315.00	491727
VERIZON WIRELESS	113.97	491769
VERIZON WIRELESS	113.97	491770
CONSTABLE-PCT 6		542.94*
OFFICE DEPOT	80.47	491704
VERIZON WIRELESS	113.97	491769
VERIZON WIRELESS	113.97	491770
UNITED STATES POSTAL SERVICE	4.61	491777
CONSTABLE PCT. 7		313.02*
OFFICE DEPOT	89.01	491704
AT&T	34.08	491728
VERIZON WIRELESS	113.97	491769
VERIZON WIRELESS	113.97	491770
CONSTABLE PCT. 8		351.03*
VERIZON WIRELESS	113.97	491769
VERIZON WIRELESS	113.97	491770
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
COUNTY MORGUE		326.94*
FORENSIC MEDICAL	100,200.00	491868
AGRICULTURE EXTENSION SVC		100,200.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	491883
HEALTH AND WELFARE NO. 1		211.00*
CITY OF BEAUMONT	40.00	491666
BROUSSARD'S MORTUARY	1,500.00	491671
CLAYBAR FUNERAL HOME, INC.	5,660.00	491676
ENTERGY	140.00	491689
MERCY FUNERAL HOME	1,400.00	491699
MCKESSON MEDICAL-SURGICAL INC	333.35	491754
UNITED STATES POSTAL SERVICE	74.68	491777
PROCTOR'S MORTUARY INC	6,000.00	491819
KAYLEE BENNETT	633.50	491878
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	491883
HEALTH AND WELFARE NO. 2		15,979.53*

PGM: GMCOMMV2	DATE 02-01-2022	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	70.00	491690
AT&T	34.02	491728
VICKIE MCINTYRE	454.21	491750
MCKESSON MEDICAL-SURGICAL INC	1,371.82	491754
UNITED STATES POSTAL SERVICE	17.06	491777
TOCCARA JOHNSON	68.00	491864
KAYLEE BENNETT	633.50	491878
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	491883
CHILD WELFARE UNIT		2,846.61*
J.C. PENNEY'S	4,241.61	491782
ENVIRONMENTAL CONTROL		4,241.61*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
INDIGENT MEDICAL SERVICES		99.00*
VERIZON WIRELESS	40.22	491769
VERIZON WIRELESS	40.19	491770
KING'S PHARMACY BEAUMONT	2,132.03	491828
CARDINAL HEALTH 110 INC	36,029.42	491842
TDS OPERATING INC	132.30	491862
EMERGENCY MANAGEMENT		38,374.16*
VERIZON WIRELESS	150.00	491775
MAINTENANCE-BEAUMONT		150.00*
CITY OF BEAUMONT - WATER DEPT.	27,475.91	491675
W.W. GRAINGER, INC.	34.40	491685
ENTERGY	31,477.49	491688
M&D SUPPLY	125.33	491696
RALPH'S INDUSTRIAL ELECTRONICS	243.56	491712
SANITARY SUPPLY, INC.	1,777.20	491715
ACE IMAGEWEAR	208.40	491720
AT&T	4,770.57	491728
WARREN EQUIPMENT CO.	101.48	491746
DEPARTMENT OF INFORMATION RESOURCES	475.63	491756
OTIS ELEVATOR COMPANY	2,808.46	491789
A1 FILTER SERVICE COMPANY	732.70	491826
CINTAS CORPORATION	72.55	491853
MAINTENANCE-PORT ARTHUR		70,303.68*
FAST SIGNS, INC.	85.00	491683
ENTERGY	19.31	491688
OFFICE DEPOT	50.66	491704
AT&T	72.06	491728
TIME WARNER COMMUNICATIONS	434.92	491733
DEPARTMENT OF INFORMATION RESOURCES	2.98	491756
PARKER LUMBER	249.57	491820
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
MAINTENANCE-MID COUNTY		1,013.50*
SETZER HARDWARE, INC.	22.38	491719
ACE IMAGEWEAR	74.44	491720
SERVICE CENTER		96.82*
CHUCK'S WRECKER SERVICE	150.00	491673
OFFICE DEPOT	55.49	491704
PHILPOTT MOTORS, INC.	306.67	491705
RITTER @ HOME	66.95	491711
JEFFERSON CTY. TAX OFFICE	7.50	491758
JEFFERSON CTY. TAX OFFICE	7.50	491759
JEFFERSON CTY. TAX OFFICE	7.50	491760
JEFFERSON CTY. TAX OFFICE	7.50	491761
JEFFERSON CTY. TAX OFFICE	7.50	491762
JEFFERSON CTY. TAX OFFICE	7.50	491763

PGM: GMCOMMV2	DATE 02-01-2022	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	491764
JEFFERSON CTY. TAX OFFICE	7.50	491765
JEFFERSON CTY. TAX OFFICE	7.50	491766
JEFFERSON CTY. TAX OFFICE	7.50	491767
JEFFERSON CTY. TAX OFFICE	7.50	491768
SPANKY'S WRECKER SERVICE INC	150.00	491831
ADVANCE AUTO PARTS	566.04	491839
		1,377.65*
VETERANS SERVICE		
OFFICE DEPOT	124.42	491704
UNITED STATES POSTAL SERVICE	12.22	491777
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
		235.64*
		791,969.81**
MOSQUITO CONTROL FUND		
M&D SUPPLY	435.76	491696
MUNRO'S	150.38	491700
SETZER HARDWARE, INC.	61.83	491719
TEXAS DEPT OF AGRICULTURE	375.00	491741
BUBBA'S AIR CONDITIONING	140.00	491749
TEXAS DEPARTMENT OF AGRICULTURE	75.00	491851
O'REILLY AUTO PARTS	666.25	491865
		1,904.22**
J.C. FAMILY TREATMENT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	349.50	491781
		349.50**
SECURITY FEE FUND		
ALLIED UNIVERSAL SECURITY SERVICES	7,330.23	491875
		7,330.23**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	2,160.02	491841
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
		2,259.02**
EMPG GRANT		
VERIZON WIRELESS	144.14	491775
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	491883
		419.14**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	70.53	491769
VERIZON WIRELESS	70.21	491770
		140.74**
COMMUNITY SUPERVISION FND		
CASH ADVANCE ACCOUNT	564.78	491692
OFFICE DEPOT	1,587.28	491704
DEPARTMENT OF INFORMATION RESOURCES	43.16	491756
VERIZON WIRELESS	32.55	491769
VERIZON WIRELESS	32.24	491770
UNITED STATES POSTAL SERVICE	86.03	491777
CLEAN HARBORS ENVIRONMENTAL SERVICE	248.66	491785
REDWOOD TOXICOLOGY LABORATORY	360.50	491799
JCCSC	196.00	491822
		3,151.20**
JEFF. CO. WOMEN'S CENTER		
JERRY JOHNSON	28.06	491693
MARKET BASKET	61.85	491697
BURT WALKER PARTNERS, LTD	4,500.00	491745
TEXAS FIRE & COMMUNICATIONS	95.00	491757
VERIZON WIRELESS	16.26	491769
VERIZON WIRELESS	15.58	491770
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
		4,784.59**
COMMUNITY CORRECTIONS PRG		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883
		99.00**
DRUG DIVERSION PROGRAM		

PGM: GMCOMMV2	DATE 02-01-2022		PAGE: 9
NAME	AMOUNT	CHECK NO.	53 TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883	99.00**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	170.29	491704	
BLUE360 MEDIA	3,258.00	491860	3,428.29**
CHEEK H2O & SEWER			
JET AERATION OF TEXAS LLC	28,845.00	491888	28,845.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	491769	
VERIZON WIRELESS	227.96	491770	455.90**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,311.30	491688	
MUNRO'S	193.40	491700	
OFFICE DEPOT	91.39	491704	
TRIANGLE BLUE PRINT CO., INC.	138.25	491742	
TEXAS COFFEE COMPANY	128.75	491752	
DEPARTMENT OF INFORMATION RESOURCES	3.04	491756	
ALLIANCE MECHANICAL SERVICES	30,107.00	491794	
JESSIE DAVIS	48.16	491806	
TEXAS HOTEL & LODGING ASSOCIATION	400.00	491813	
ATTABOY TERMITE & PEST CONTROL	55.00	491815	
MATERA PAPER COMPANY INC	284.51	491840	
BRIDAL TRADITIONS	225.00	491886	
CHAPMAN VENDING	170.32	491889	33,156.12**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	491883	198.00**
AIRPORT FUND			
A&A EQUIPMENT	334.13	491658	
FJORD AVIATION FUELING	342.49	491665	
AUTOMATIC DOOR SERVICE	175.00	491668	
BEAUMONT TRACTOR COMPANY	674.96	491669	
W.W. GRAINGER, INC.	129.72	491685	
LOUIS' YAZOO SALES & SERVICE, LLC	410.70	491695	
MUNRO'S	98.98	491700	
OFFICE DEPOT	53.82	491704	
SANITARY SUPPLY, INC.	91.44	491715	
SMART'S TRUCK & TRAILER, INC.	541.08	491722	
S.E. TEXAS BUILDING SERVICE	4,246.66	491724	
WORTH HYDROCHEM	130.00	491748	
DEPARTMENT OF INFORMATION RESOURCES	.01	491756	
VERIZON WIRELESS	37.99	491769	
VERIZON WIRELESS	37.99	491770	
WESTEND HARDWARE CO	43.87	491780	
TEXAS COMMISSION ON ENVIRONMENTAL	200.00	491786	
BUMPER TO BUMPER	36.99	491795	
DISH NETWORK	106.70	491798	
PAX SUPPLY	464.33	491800	
BLUE GLOBES	564.96	491802	
INTERSTATE ALL BATTERY CENTER - BMT	119.70	491814	
ATTABOY TERMITE & PEST CONTROL	315.63	491815	
CRAWFORD ELECTRIC SUPPLY COMPANY	1,677.49	491838	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	142.29	491844	
DESIGN CHUTE LLC	1,200.00	491855	
TITAN AVIATION FUELS	75,696.66	491867	
CY-FAIR TIRE	95.00	491870	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	491883	
CHAPMAN VENDING	281.90	491889	88,349.49**
AIRPORT IMPROVE. GRANTS			
KSA ENGINEERS INC	12,498.47	491880	
HI-LITE AIRFIELD SERVICES, LLC	174,267.59	491891	186,766.06**
SE TX EMP. BENEFIT POOL			

PGM: GMCOMMV2	DATE 02-01-2022	AMOUNT	CHECK NO.	PAGE: 10 54 TOTAL
EXPRESS SCRIPTS INC		123,609.15	491861	123,609.15**
SETEC FUND				
INDUSTRIAL & COMMERCIAL MECHANICAL		1,652.00	491832	1,652.00**
PAYROLL FUND				
JEFFERSON CTY. TREASURER - PAYROLL		969.56	491656	
NATIONWIDE RETIREMENT SOLUTIONS, INC		32,850.00	491657	33,819.56**
ARRC CORONAVIRUS RECOVERY				
ELECTRICAL SPECIALTIES, INC.		262.50	491662	
VERIZON WIRELESS		233.40	491775	495.90**
GLO DISASTER RECOVERY				
WHITELEY OLIVER ENGINEERING, LLC		31,000.00	491892	31,000.00**
CNTY & DIST COURT TECH FD				
VERIZON WIRELESS		227.96	491769	
VERIZON WIRELESS		227.94	491770	455.90**
MARINE DIVISION				
COCOMO JOE'S		198.00	491679	
VERIZON WIRELESS		151.96	491771	
AERO PERFORMANCE		192.12	491845	
GALLS LLC		618.06	491850	1,160.14**
SHERIFF - COMMISSARY				
VICTORY SUPPLY LLC		3,485.00	491873	3,485.00**
SHERIFF-SPINDLETOP GRANT				
VERIZON WIRELESS		114.39	491772	114.39**
				1,367,000.58***

**CONTRACT AS INDEPENDENT CONTRACTOR AS ASSISTANT
TO THE COUNTY CLERK OF JEFFERSON COUNTY**

State of Texas

County of Jefferson

On this _____ day of _____, 2022 I, Theresa Goodness, have offered to provide my services to the County Clerk of Jefferson County as an assistant to the County Clerk to fulfill duties set by the County Clerk that may be performed on site at the County Clerk's Office or may be performed remotely, and I agree to the following terms and conditions:

1. I am an independent consultant contractor and not an employee of Jefferson County; and
2. I will strictly observe the protocols given to me by the County Clerk of Jefferson County; and
3. I understand I will work not more than ten (10) hours per week; and
4. I agree to accept a rate of \$60.00 per hour that I will invoice to the Jefferson County Auditor, through the County Clerk's Office, on a monthly basis for payment; and
5. Jefferson County and I agree that this contract may be terminated upon 30-days written notice by either party.

Signed this _____ day of _____, 2022

Signature

Printed Contractor name: _____

Theresa Goodness
985 19th Street
Beaumont, Texas 77706
Phone: 409-454-2855

Jefferson County

Jeff R. Branick, County Judge

Attest:

County Clerk

**AGENDA ITEM****February 01, 2022**

Consider, possibly approve, authorize the County Judge to execute, receive and file 2022-2024 Loan Agreement, SDA0415 of the National Museum of the United States Air Force (NMUSAF) Community Static Display Loan Program for the air plane displayed at Veterans Memorial Park.

**THE DOCUMENT BELOW (PAGES 57-68) IS
MISSING PAGES.**

**SEE PAGES 154-172 FOR THE COMPLETE AND
SIGNED DOCUMENT.**



**DEPARTMENT OF THE AIR FORCE
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE™
1100 SPAATZ STREET
WRIGHT-PATTERSON AIR FORCE BASE OHIO 45433-7102**

10 January 2022

JEFFERSON COUNTY (SDA0415)
MR FRED JACKSON
FIRST ASSISTANT TO COUNTY JUDGE
PO BOX 4025
BEAUMONT TX 77704

Attached is the 2022-2024 loan renewal package for the historical property on loan to your organization from the National Museum of the United States Air Force (NMUSAF).

The loan renewal period has been extended from an annual renewal to a biennial renewal for the next cycle. The loan renewal cycle after this cycle will be for five years - 2024-2029. For all other cycles, it will remain a five year cycle, renewing the 4th and 9th year of each decade. Approvals for this change have been in the works for some time and we are pleased this process has come to fruition. We are thrilled that this will decrease the workload for borrowing organizations.

There is a requirement that the Department of the Air Force must meet that each loan account verify that the property in their care is being used for approved purposes, is being maintained and protected according to the agreement, and that the organization still desires to retain the property yearly. For every non-cycle year this requirement will be met by the annual return of a signed inventory and POC sheet. There will be no requirement for a signed loan agreement, proof of insurance, or photographs on the four non-cycle years.

The loan agreement has been updated to reflect the governing organizational change from the United States Air Force (USAF) to the Department of the Air Force (DAF). This is the only substantive change to the loan agreement.

The 2022-2024 renewal package includes the following:

1. Instruction Sheet
2. 2022 Loan Agreement with Attachments 1 and 2.
3. 2022 Inventory
4. Point of Contact Information Sheet
5. Return Checklist

Please make sure you review and follow the instructions provided to you.

The 2022-2024 loan renewal package must be returned no later than **31 March 2022**.

INSTRUCTIONS FOR COMPLETING THE STATIC DISPLAY LOAN RENEWAL PACKAGE

1. LOAN AGREEMENT: Review, sign and date the Acceptance Statement located on page six of the loan agreement. The Loan Agreement must be signed by the individual authorized to obligate the organization.

NOTE: No changes are authorized to be made to the Loan Agreement. Any changes made will automatically void the Agreement. Return the entire document, excluding Attachments 1&2.

2. INVENTORY REPORT: Complete a physical inspection of each item, verifying the nomenclature against the attached inventory report. Please annotate any discrepancies such as additions (attached munitions), shortages, damage or deterioration. Upon completion of the physical inspection, sign and date the Certification Statement at the bottom of the inventory.

3. POINT OF CONTACT INFORMATION SHEET: Review the Point of Contact Information sheet and make handwritten changes to update the information, **do not retype**. Explanations of several items on the Point of Contact Information Sheet are listed below:

- The Historical Property Custodian: The individual authorized to obligate the organization is the Historical Property Custodian (no exceptions).
- Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: This is the individual that you want to receive any correspondence from the National Museum of the USAF and can answer any questions in reference to the items on loan. This individual may be different from the Historical Property Custodian.
- Email Address: This is the email address for all correspondence. Please consider making this an organizational email address, not one tied to a person's name.

4. PHOTO REQUIREMENT: Provide current digital images saved in JPG format. No videos, movies, PowerPoints, etc will be accepted.

Images must contain:

- General view of the **whole aircraft/missile in its entirety, taken from both left and right sides** to include sufficient detail to show the overall condition. No section or angle shots. Images for all other artifacts will be of sufficient detail to insure positive identification of each object.
- Any damage to the item (e.g. corrosion, insect/animal infestation, paint chipping or fading, broken or cracked canopies or windows). Provide both close up, detailed views and wide angle views (where appropriate).
- Any armaments or munitions attached to items on loan; images should show sufficient detail to ensure positive identification of each object (if applicable).
- If aircraft/missile has been reconfigured, a photograph of the sign is required. See paragraph 13 of the Loan Agreement for sign requirement.

5. INSURANCE: Provide proof of insurance to include name of carrier, limits of liability and period of coverage (copy of binder). For insurance purposes the Government appraised value of the item(s) on loan to your organization is noted on the inventory report in the column labeled "Value".

- For self-insured organizations, proof shall constitute of a written and signed statement attesting to ability to reimburse for full replacement value will be provided. This document must be dated within the loan renewal cycle.

6. RETURN CHECK LIST: Complete return check list.

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
COMMUNITY STATIC DISPLAY LOAN PROGRAM**

2022-2024 LOAN AGREEMENT, SDA0415

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the **JEFFERSON COUNTY** hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of **TX** and located at **BEAUMONT**, a Loan Agreement hereinafter called "the Agreement" for Department of the Air Force (DAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2022 and ending 31 March 2024. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of DAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses associated with the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation, and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the DAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would

FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to the greatest extent permitted by TX Law to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender and according to terms determined by the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender and according to terms determined by the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

The County is self-insured and this clause was deleted per our prior agreement

3 *JH*

15.0. Loan Termination.

15.1. The Borrower agrees to return the Property to the NMSDA0415USAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property for such cause by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

15.5. The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

ATTACHMENT 1

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

SECTION A - GENERAL

A. Information:

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
 - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
 - b. Riveting the door securely to the jamb section.
 - c. Attaching hasps internally and securing with inside padlock.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.
2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:
 - a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.
 - b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.
 - c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.
2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

**NATIONAL MUSEUM of the U.S. AIR FORCE
INVENTORY REPORT**

04-Jan-22

Loan Account Number SDA0415

RCS: HAF-HO(A) 8801

ACCESSION #	NOMENCLATURE	Value
SD-2000-0155	AIRCRAFT, F-4D, 66-8788	\$22,000

I certify that the above listed items shown on Pages 1 through 1 are being used for their approved purpose, are being maintained and protected according to the agreement and attachments, that this organization still desires to retain this property, and with any discrepancies so noted.

Signature: _____

(Historical Property Custodian)

4/1/22
(Date)JEFF R. BRANICK

Typed or Printed Name

County Judge

Typed or Printed Title

2022 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0415
CITY/ORGANIZATION NAME	JEFFERSON COUNTY
MAILING ADDRESS	PO BOX 4025
CITY	BEAUMONT
STATE/COUNTRY	TX
ZIP CODE	77704
PHYSICAL LOCATION OF ITEM	Golden Triangle Veterans Memorial Park
HISTORICAL PROPERTY CUSTODIAN:	
FIRST NAME:	JEFF
LAST NAME:	BRANICK
TITLE, HISTORICAL PROPERTY CUSTODIAN	JUDGE, JEFFERSON COUNTY
PRIMARY POINT OF CONTACT	MR FRED JACKSON
TITLE PRIMARY POINT OF CONTACT	FIRST ASSISTANT TO COUNTY JUDGE
PRIMARY PHONE NUMBER	409-835-8466
ALTERNATE PHONE NUMBER	
PRIMARY FAX NUMBER	409-839-2311
EMAIL ADDRESS	FJACKSON@CO.JEFFERSON.TX.US

STATIC DISPLAY LOAN RENEWAL PACKAGE

RETURN CHECKLIST

- ☒ Signed/dated Loan Agreement. Return entire document excluding Attachment 1&2.
-Loan Agreement must be signed by an individual authorized to obligate the organization/municipality/county.
- ☒ Signed/dated Inventory Report.
- ☒ Updated Point of Contact Information Sheet.
-Do not retype this sheet.
- ☒ Digital images of each item on loan.
-Images will show the entire item (left and right side). Additional photographs should be detailed enough to show the condition of the airframe.
-DO NOT send movies, PowerPoints, etc. . .
-Ensure the photos have been saved to the CD or other storage device.
- ☒ Proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).
-For self-insured organizations, proof shall constitute a signed and dated statement, on official letterhead, attesting to the ability to reimburse for full replacement value.

N/A

The loan renewals package may be emailed to NMUSAF.MUC.StaticDisplay@us.af.mil. Send the documentation in one email and the photographs in a separate email each under 20MB. The photographs must be attached to an email as .jpgs.

Or it may be returned through the mail to the following address:

NATIONAL MUSEUM OF THE USAF/MUC
ATTN: MELISSA SHAW
1100 SPAATZ ST
WRIGHT-PATTERSON AFB OH 45433

SUSPENSE DATE 31 MARCH 2022

**AGENDA ITEM****February 01, 2022**

Consider, possibly approve, authorize the County Judge to execute, receive and file Self-Monitoring Review Certification for TxCDBG No. 7218240, Office of Rural Affairs Texas Community Development Block Grant Program.

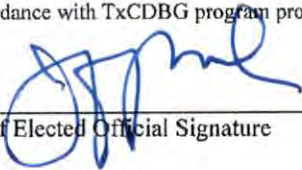


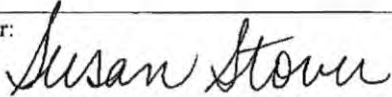
A1302

COMMISSIONER SID MILLER

**Office of Rural Affairs
Texas Community Development Block Grant Program**

SELF-MONITORING REVIEW CERTIFICATION

Grant Recipient: Jefferson County	TxCDBG No. 7218240
By signing this Self-Monitoring Review Certification, I certify to the best of my knowledge and belief that the attached monitoring review checklists are true, complete, and accurate and that they were completed by a person possessing a current certificate for successful completion of TxCDBG Program Project Implementation training. I also certify that any findings of non-compliance have been accurately self-reported. A copy of this Self-Monitoring Review will be retained in local files with all project records in accordance with TxCDBG program project implementation policy.	
 Chief Elected Official Signature	Title: County Judge
Printed Name: Jeff Branick	
Date: January 25, 2022	

Based on my examination of pertinent project records for the referenced TxCDBG contract, I hereby certify that I have truthfully and accurately completed the attached Self-Monitoring Review checklist.	
Signature of Reviewer: 	Reviewer Title or Name of Firm: David J. Waxman, Inc.
Printed Name: Susan Stover, Grant Administrator	
Date: January 24, 2022	

<i>TDA Use Only</i>	
Acceptance of Self-Monitoring Review	
TxCDBG Program Monitor Signature:	Date:
Printed Name:	

12/16/2020



SOUTHEAST TEXAS DISASTER EXPO

"Are YOU ready?"

April 23d, 2022 @ Ford Park Exhibit Hall - 10:00 am – 4:00 pm

Reserve your booth today!

Registration Deadline March 30, 2022

Complete the registration form below, Include Payment, and mail to:
Attn: Vernon Pierce, 1149 Pearl St, Beaumont, Texas 77701
Phone: 409-835-8442

Name of Company/Organization: _____

Contact Person: _____ Phone: _____

Alternate Phone: _____

Contact Email: _____

Booth Space Available:

Standard (10' x 10' space with one table and two chairs, randomly placed)

☐ \$500 (for profit)*

☐ No charge (non-profit & state/government agencies)

Expanded (each additional 10' x 10' space with one table and 2 chairs adjacent to your original space)

☐ \$500 each (for profit)* _____ Additional quantity requested

Total amount enclosed: \$_____ (Make checks payable to "Jefferson County Disaster Expo")

Booth Details:

Each booth will be provided with a table, (2) chairs each and a wall backdrop.

Do you need electricity (outlet)? ☐ Yes ☐ No, If YES, please bring an extension cord if needed!

Wi-Fi will be provided for free from Verizon.

Do you have any other "special exhibit" needs? If YES, please explain _____

Vendor Agreement:

By registering your Company/Organization in the Southeast Texas Disaster Expo, you agree to the following:

Tear down of booths will not begin until 4:00 pm on April 23, 2022.

Are you interested in providing a door prize? ☐ Yes ☐ No

If YES, what will you be providing? _____

*Any excess funds from the event will be donated to Jefferson, Orange, and Hardin County Long Term Recovery groups.

Southeast Texas Disaster Expo

FORD PARK EXHIBIT HALL

April 23rd 2022

10:00 am to 4:00 pm

Free Admission

Presenters Include-

Local, State, and Federal Elected Representatives

Small Business Administration

Texas Windstorm

National Flood Insurance Program

National Weather Service

Federal Emergency Management Agency

Entergy

Texas Commission on Environmental Quality

Numerous Disaster Recovery Businesses

Non-Profit Organizations

And Many More!

Sponsorships

Platinum Sponsor

\$10,000.00 (Free Booth & Recognition)

Gold Sponsor

\$5,000.00 (Free Booth & Recognition)

Silver Sponsor

\$2,000.00 (Free Both & Recognition)

Bronze Sponsor

\$1,000.00 (Free Booth & Recognition)

RSVP To:

John Durkay

John.durkay@istc.net

409-718-2758

Mail Checks to Attn: Vernon Pierce, 1149

Pearl St, Beaumont, TX 77701

Make Checks payable to Jefferson County Disaster Expo



CDBG-DR Hurricane Harvey Voluntary Buyout Guidelines

Jefferson County, Texas
CDBG-DR Hurricane Harvey
Voluntary Buyout Guidelines

SECTION 1: GENERAL

1.1 Background

Hurricane Harvey was a Category 4 hurricane that made landfall on Texas and Louisiana in August 2017, causing catastrophic flooding and many deaths. It is tied with 2005's Hurricane Katrina as the costliest tropical cyclone on record, inflicting \$125 billion (2017 USD) in damage, primarily from catastrophic rainfall-triggered flooding in the Houston metropolitan area and Southeast Texas.

In a four-day period, many areas received more than 40 inches (1,000 mm) of rain as the system slowly meandered over eastern Texas and adjacent waters, causing unprecedented flooding. With peak accumulations of 60.58 in (1,539 mm), in Nederland, Texas, Harvey was the wettest tropical cyclone on record in the United States. The resulting floods inundated hundreds of thousands of homes, which displaced more than 30,000 people and prompted more than 17,000 rescues.

Jefferson County estimates that over 80% of its housing units were impacted or severely damaged. Based on FEMA Individual Assistance (FEMA-IA) data over 13,000 households applied for assistance and of those, 643 households fell under the renter category. The total loss to housing according to FEMA-IA was \$45,929,034.46.

The latest NOAA damage estimate from Harvey statewide is \$125 billion. As a result, Congress through HUD (Department of Housing and Urban Development) and GLO (Texas General Land Office) authorized \$5.024 billion in Round 1 of disaster recovery funds for the State of Texas.

Among the eligible activities for those funds, HUD has authorized the use of Voluntary Acquisition programs. Voluntary acquisition programs accomplish the following: (1) reduce the risk to homeowners from the effects of subsequent disasters, (2) assist in the recovery of low- and moderate-income households, and (3) protect taxpayer resources that might otherwise be needed after a disaster in the same area (80FR 72102).

1.2 Buyout Program (General)

Voluntary buyout programs support hazard mitigation, floodplain management goals, and resiliency by removing homeowners from the floodplain to minimize the possibility of future flooding to the home. The Jefferson County voluntary buyout program will not provide incentives to households who return to disaster-impacted floodplains. The SETRPC (South East Texas Regional Planning Commission) Method of Distribution (MOD) finalized August 2018 allocated \$2,651,308.80 to Jefferson County to fund HUD-qualified voluntary buyout projects.

After homes are purchased, the structures are demolished, and the property will follow any of the below requirements:

1. Any property acquired, accepted, or from which a structure will be removed pursuant to the project will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or floodplain and wetlands management practices.
2. No new structure will be erected on property acquired, accepted, or from which a structure was removed

under the acquisition or relocation program other than: (a) A public facility that is open on all sides and functionally related to a designated open space (e.g., a park, campground, or outdoor recreation area); (b) a rest room; or (c) a flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream, or downstream and that the local floodplain manager approves, in writing, before the commencement of the construction of the structure.

3. After receipt of the assistance, with respect to any property acquired, accepted, or from which a structure was removed under the acquisition or relocation program, no subsequent application for additional disaster assistance for any purpose or to repair damage or make improvements of any sort will be made by the owner of the buyout property (including subsequent owners) to any Federal entity in perpetuity.

As this project is a buyout program as defined by HUD and the TX GLO in the State of Texas Plan for Disaster Recovery: Hurricane Harvey- Round 1, it does carry the open space deed requirements post-property acquisition and does require strategic acquisition of contiguous parcels of land for uses compatible with open space, recreational, natural floodplain functions, other ecosystem restoration, or wetlands management.

The purpose of the County's Buyout Program is to assist up to twenty (20) single family owner occupied or non-owner occupied households relocate outside of floodplains or floodways, to assist with moving/relocation expenses and to provide incentives, relocation assistance and down payment assistance to encourage eligible families to relocate to safe, decent and affordable housing in low risk areas of the County.

1.3 National Objective

The Voluntary Buyout Program is structured to meet one of two (2) National Objectives.

LMHI- Low-Moderate Housing Incentive: It will accomplish this by serving qualified residents from lowest-income households first, then continuing up the household income scale until funds are extinguished. It is anticipated that 80% of the funds will be utilized to acquire and assist relocation of qualified Low-Moderate Income households.

LMA- End use of property provides a benefit to an area determined by census data or household income survey to consist of primarily low to moderate income households.

The CDBG-DR Buyout Program will principally provide assistance to those households meeting the LMI objective. When the Property owner does not meet the definition of the LMI Objective, eligibility for assistance will be provided through the Urgent Need Objective.

In determining income, the program will use the most recent signed federal income tax returns (e.g., IRS Forms, 1040, 1040A or 1040EZ).

If one or all household members do not have an IRS tax return, or the income situation has changed since the tax return(s) was filed, any of the following applicable documents must be presented for every household member that is 18 or older:

- Minimum of three current and consecutive months of check stubs (if the household member is paid monthly)
- Minimum of four current and consecutive check stubs (if the household

member is paid weekly, bi-weekly or bi-monthly)

- Pension statement showing current monthly or yearly gross amount
- Social Security statement or IRS Form 1099
- Unemployment statement
- Certification of Zero Income Form
- Completed Household Income Worksheet and Certification

Under the disaster recovery federal regulations, HUD has determined that an urgent need exists within the Presidentially Declared counties. An urgent need exists because existing conditions pose serious and immediate threat to health/welfare of community, the existing conditions are recent or recently became urgent (typically within 18 months), and the County or state cannot finance the activities on its own because other funding sources are not available. All Property owners which cannot meet the LMI National Objective will be placed into the Urgent Needs category.

The U.S. Department of Housing and Urban Development has established the requirement that 70% of the aggregate of CDBG-DR funds be utilized for the benefit of the low and moderate-income population in the impacted area. The U.S. Department of Housing and Urban Development has indicated they will only consider a waiver to this requirement if it can be adequately demonstrated that the needs of the low- or moderate-income population within the impacted area have had their needs sufficiently addressed or potentially if the impact is less than 70% low- or moderate-income persons. As a result, the County will prioritize LMI applicants and provide ongoing monitoring to ensure that 70% of the allocation is used benefiting LMI households. If the County determines that the impacted population eligible for acquisition assistance does not have enough LMI households to meet the 70% LMI requirement, the County will seek a waiver from the GLO and provide supporting data with its waiver request.

SECTION 2: ELIGIBILITY AND APPLICATION

2.1 Eligibility Test

Applications must meet following prerequisites in order to be considered for voluntary buyout:

- Structure must be inside a floodplain or floodway,
- Property owner must be able to provide documented proof of impact from Hurricane Harvey at the property,
- Property owner agrees to voluntarily participate,
- Structure must be a Single-Family Owner Occupied or Non-Owner Occupied, including adjacent lot. Residence status will be verified with the Jefferson County Appraisal District and property tax homestead exemption records; and
- Applicant is current on their tax accounts and child support payments; tax account files will be verified with the Jefferson County Appraisal District and child support documentation will be verified with the Texas Department of Health & Human Services to ensure affirmative status.

Applications that meet all the prerequisites will be ranked and prioritized based on the percentage of household income in relation to area median household income. In the event of a tie, the following criteria will be used in individual determinations as suggested in the GLO's

Hurricane Harvey Disaster Recovery Housing Guidelines (updated September 19, 2018):

- 1) Households with members under the age of 18 (minors),
- 2) Female heads of household,
- 3) Elderly & disabled households, and
- 4) Military veterans in the household

Note if the intake process contradicts the Affirmatively Furthering Fair Housing review conducted for this program, further prioritization or outreach may occur.

2.2 LMI Eligibility

Income levels will be established for all homeowners. Although low income homeowners will be given priority, it is not necessary to be low income to qualify for this program. HUD publishes these AMFI levels annually, and eligibility will be based on the most recently published HUD income limits. This program will verify income received by all household members using the Internal Revenue Service (IRS) Form 1040 series method. Documents used in verifying household income must be current as of the date the application is signed.

Income sources include but are not limited to the following:

- Tax Return
- Wages
- Benefits (Social Security, Pension or Retirement, Annuity)
- Self Employed/Business Income
- Rental Income
- Unemployment
- Alimony/Spousal Support/Maintenance
- Other potentially taxable income
- Lump sum or on time potentially taxable receipts (capital gains, lottery winnings etc.)

Method of Verification

IRS Criteria and Definitions

Taxable income is the gross income of an individual or corporation, less any allowable tax deductions. Your taxable income is the amount of your income that is subject to income tax, as defined in the Internal Revenue Code Section 63. Jan 23, 2012.

A household is considered LMI if their income is less than 80% of the area median income. Income eligibility will be determined using Area Median Income (AMI) based on HUD Section 8 Housing Income Limits, adjusted for family size and verified following the GLO's Adjusted Gross Income Methodology. The methodology uses the previous year's filed tax return or tax return transcript for all household members to verify the household's annual income.

FY 2020 Income Limit Area	Median Family Income	FY 2020 Income Limit Category	Persons in Family							
	Explanation		1	2	3	4	5	6	7	8
Beaumont-Port Arthur, TX HUD Metro FMR Area	\$67,500	Very Low (50%) Income Limits (\$) Explanation	23,650	27,000	30,400	33,750	36,450	39,150	41,850	44,550
		Extremely Low Income Limits (\$)* Explanation	14,200	17,240	21,720	26,200	30,680	35,160	39,640	44,120
		Low (80%) Income Limits (\$) Explanation	37,800	43,200	48,600	54,000	58,350	62,650	67,000	71,300

A committee will be formed comprised of County staff and consultants for the purpose of eligibility determinations and case management. Attention will be placed on uniform and consistent documentation materials and criteria used to make determinations.

Determining Household Composition

All persons living in the household are part of the household unless they are specifically excluded.

Included persons:

- Head of household, spouse, or co-head of household
- Dependents
- A dependent is never the head, spouse, or co-head. A dependent is a family member who is under 18 years of age, disabled or a full-time student.
- Prison inmates, if scheduled to be released within 12 months
- Children in joint custody, if in home at least 50% of the time or more
- Military personnel, but only if head, spouse, or co-head. Combat/Hazard pay should not be counted as income
- Temporarily absent family members. Gross income and income from assets of temporarily absent family member must be counted in household income, regardless of the amount of income the absent member contributes to the household.
- If a homeowner is separated from their spouse, the homeowner's application will be used as proof that the estranged spouse is permanently absent from the household.

Excluded persons:

- Live-in aides
- Children of live-in aides
- Foster Children
- Foster Adults

Proof of Ownership

The homeowner must be an individual who owns the home to be demolished or vacant lot(s) in which a home once stood during Hurricane Harvey, that are to be purchased by Jefferson County. Ownership can be documented as follows:

- A valid deed of trust or warranty deed that is recorded in Jefferson County
- Statement of Ownership and Location (for Mobile Home Units)

Lien's on MHU properties - If a homeowner owns a mobile home and there is a lien on the property, your case manager will work with the property owner to ensure that the lien is transferred properly (if one is in place with the mortgage company). The MHU needs to be "perfected" and made a real property showing that is fixed to the lot. The wheels and axel need to be removed, and a statement of location needs to be in place from TDHCA. Once this is done, the lender can transfer the lien from the mobile home to the new property.

Title clearance is a necessary component of any traditional real estate transaction. The County will only purchase properties that have clear title as determined by its procured title company. It is the responsibility of the property owner to assist the title company with obtaining clear title. In some cases, the County predicts that applicants will have to obtain legal assistance from private attorneys or pro-bono legal aid organizations. The cost of these legal services is at the expense of the property owner(s). If an applicant is unable to clear title within a reasonable amount of time, the Buyout Program may determine that they are ineligible for assistance. In these cases, the County will establish the closing deadline at least 90 days in advance and inform the property owner with a documented phone call and certified mailing.

Property Taxes

Homeowner must furnish evidence that property taxes are current, have an approved payment plan, or qualify for an exemption under current laws. Homeowner must prove that property taxes have been paid or that one of the following alternatives have been met:

- The homeowner qualified for and received a tax deferral as allowed under Section 33.06 of the Texas Property Tax Code
- The homeowner has entered a payment plan with the applicable taxing authority.
- Support documentation verifying the tax deferral or tax exemption must be provided by the homeowner. Any homeowner that enters a payment plan must supply a signed copy of the payment plan from the applicable taxing entity along with documentation that they are current on their payment plan.

Duplication of Benefit (DOB) Review

Each homeowner's application will be reviewed to determine if previous funding was appropriately used on the home. The homeowner must have an unmet need to move forward in the program. The County will determine the homeowner's unmet needs first prior to calculating the homeowner's DOB. Homeowner must provide insurance, FEMA, SBA, and any other type of funding documentation for funds that were received. Additionally, the County/Grant Administrator will verify that the submitted data is accurate to the best of their

abilities (e.g. validate against FEMA data).

Using the GLO's DOB Calculation Form, if the prior assistance received exceeds the documented repairs, this calculated amount becomes the DOB amount. The Case Manager will identify any possible Duplication of Benefits and discuss with homeowner.

As part of the Buyout process, homeowners will be required to sign a subrogation agreement. The subrogation agreement will require that the homeowner pay back funds if he/she receives any future disaster assistance for the same reason. Future assistance could include funds from an insurance company if the homeowner is in current litigation and later receives funds from the claim.

Applicants participating in the Program are not eligible to receive an offer if they are involved in litigation or any other process that will change their duplicative benefits. Applicants will sign a subrogation agreement indicating that they will repay any funds they received deemed to be duplicative after their Program real estate closing. To avoid this and the costs involved in the subrogation process, the County will not purchase any homes that are subject to an ongoing insurance settlement case or legal action. The deadline for litigation settlements that could impact duplication of benefits is October 30th, 2020.

Child Support

All homeowners and other members of their household must be current on payments for child support. If any member of the household is not current on child support, that member will be required to enter a payment plan which will be obtained from the Office of Attorney General (OAG). A copy of the payment plan signed by all applicable parties along with documentation demonstrating they are current on their payment plan must be supplied. Each homeowner will be asked to sign an affidavit regarding child support.

Damage assessment

All homes must be assessed to verify that it was damaged, or a hazard is presently caused from the event. A damage assessment report along with pictures will be required for each application. Please refer to the GLO's Damage Assessment Guidelines.

For buyout activities, the homeowner must demonstrate that damage or destruction to the home occurred or a hazard currently exists as the result of the DR-4332 disaster event. All verification methods are subject to Jefferson County approval. Disaster damage can be documented by the following source documentation:

- FEMA, SBA or Insurance award letters

If the above-referenced documentation is not available and/or if a homeowner was denied assistance by FEMA, assistance through the DR-4332 Buyout Program may still be available. Homeowners are not solely ineligible based on a denial by FEMA. Time stamped photos provided by homeowners, neighborhood level media reports, or documentation done by disaster relief organizations may be utilized to determine that the damage was caused by the event. As a last resort, a Damage Assessment complete with photos of the damage and a written assessment of the damage by each photo taken must be performed and conducted by a certified or licensed inspector

(HQS, TREC, or similar license). This inspection must be completed in accordance with GLO's Damage Assessment Guidelines and must be supplied by Jefferson County as the GLO subrecipient that certifies the damage occurred as a result of the event. If proof of event damage is inconclusive, Jefferson County must provide alternative evidence to GLO prior to approval of any assistance.

Environmental Review

An environmental review must be performed on the property prior to federal funds being committed by Jefferson County (24 CFR Parts 50, 58, 574, 582, 583, and 970). No commitment or disbursement of funds will occur prior to the completion of this review. The environmental review should document compliance with 24 CFR Part 58 and all related laws, authorities and executive orders. The CDBG-DR Program will not reconstruct or rehabilitate homes that have been determined to be in the floodway. Specific instructions concerning environmental requirements will be made available to all recipients, sub-recipients, or Contractors. CDBG disaster grant funding from HUD is contingent on compliance with the National Environmental Policy Act (NEPA) and related environmental and historic preservation legislation and executive orders. Accordingly, environmental review activities will be carried out for site contamination and demolition control and documented prior to commitment of funds.

HUD's Environmental Review Procedures allow grantees to assume environmental review responsibilities. In addition:

- The County will assume the role of the Responsible Entity (RE), responsible for undertaking compliance efforts for the Program.
- The GLO will submit any requests for release of funds directly to HUD for review and approval.
- The County will be responsible to perform the Environmental Review Records (ERRs) or contract out for a preparer of the ERRs.
- The County's Grant Administrator will conduct an environmental analysis and prepare compliance documentation in support of the broad and site-specific environmental reviews, utilizing a tiered approach, in accordance with GLO regulations.
- The County will review all environmental draft documents as outlined in the required documentation and sign all documents requiring RE or agency official signatures.
- A broad, or Tier 1, review must be completed before HUD will release funds and a site-specific, or Tier 2, review must be completed for a site before funds can be committed to that particular site. The site-specific analysis, consisting of the Site-Specific Checklist and supporting documentation will be completed by the Grant Administrator. The site specific ERRs will be reviewed and signed off by the County. Once these reviews have been completed there can be a commitment of funds.
- The Grant Administrator is responsible for working in good faith with the County where additional documentation may be necessary to resolve an outstanding environmental/historic preservation compliance factor.

The environmental review will be performed in two phases: a broad review and a site-specific review. Lead and asbestos testing will typically be reserved for the site-specific review. The Phase II ESA (site-specific review) serves as the first step in remediation for any property with contamination levels deemed unsafe.

If remediation activities are required for lead, the contractor will obtain the necessary waste permits along with enclosure materials and/or paint removal equipment. A certified abatement contractor will be procured. Warning signs will be posted; all residents and construction workers in the vicinity will be informed and protected from contamination at the time of remediation. Waste will be securely stored and disposed of upon completion of cleanup. A clearance examination will be performed by an independent party at least one hour after the completed cleanup. If clearance fails, cleanup and/or abatement work will be repeated for a subsequent examination. Residents will be notified of the nature and results of the abatement work. If unsafe levels of lead are determined to exist in the soil, soil abatement will be utilized in the form of soil removal and replacement or soil cleaning.

For asbestos, any building built prior to 1978 will require a qualified asbestos inspector to perform a comprehensive building asbestos survey to locate and assess any presence of asbestos. If there is asbestos and it is friable or damaged, HUD recommends it be removed. If it is not friable or damaged, HUD recommends it, at a minimum, be encapsulated.

Applicants will also need to complete the 58.6 checklist for the desired buyout property. This consists of questions regarding: National Flood Insurance Program participation, Coastal Barrier Improvement Act compliance, and Runway Clear Zones compliance.

The grant administrator will provide a narrative Environmental Report and any supporting documentation for the project. Failure to complete this environmental checklist (environmental review and 58.6 checklist) will impede the program's ability to receive funding from HUD.

Flood Insurance Verification/Requirements

Flood Disaster Protection Act of 1973 as amended and Sec. 582(a) of the National Flood Insurance Reform Act of 1994 - compliance with the legal requirements of Section 582(a) mandates that HUD flood disaster assistance that is made available in an Special Flood Hazard Areas (SFHAs) may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential or commercial property if: (1) the person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and (2) that person failed to obtain and maintain flood insurance as required under applicable Federal law on such property.

Project Closeout/Affordability Monitoring Requirements

Approved projects will require affordability note monitoring if the homeowner receives housing Incentive through the DR-4332 Acquisition Program. For activities that include housing Incentives, Jefferson County will set a budget to accommodate the necessary work to perform the monitoring requirements under the Unsecured Forgivable Promissory Note for three (3) years. To ensure compliance with the requirements of the 13.09 executed with the homeowner,

the County will perform an annual check to confirm all promissory note commitments are in place. through the term of the 13.09. Insurance notice of default will be documented and followed up on as they are received by the County. Jefferson County will use the GLO Monitoring Process.

Closing Activities

Once all eligibility requirements have been met and final approval has been received from GLO, the title company will schedule a meeting between the homeowner and a representative from Jefferson County to sign closing paperwork on the Buyout property. The Case Manager will also be present to help with any questions that the County or homeowner may have. Homeowners will be required to sign all closing documents provided by the title company and a list of homeowner responsibilities will be provided (such as maintaining insurance on replacement property and staying current on taxes). If the homeowner chooses to accept relocation assistance, a separate closing may need to be scheduled for the purchase of the replacement property.

Homeowner Eligibility Requirements Summary

- Income Eligibility
- Proof of Ownership
- Principle Residency
- Property Taxes
- Duplication of Benefits
- Child Support
- Damage Assessment
- Environmental Review
- Flood Insurance Verification
- Project Closeout/Monitoring

2.3 Eligibility Review and Appeals

The County's Grant Administrator is responsible for eligibility determinations and case management. Attention will be placed on uniform and consistent documentation materials and criteria used to make determinations. The County staff will serve as final review and approval.

A property owner may also appeal the Pre-Storm Fair Market Value (FMV) appraisal of their property. If they choose this option, a second appraisal can be conducted if paid for by the homeowner and conducted in accordance with USPAP standards by an independent objective licensed certified appraiser with no connections nor affiliations with interested parties. The results of these 2 appraisals will be averaged to formulate the FMV portion of the buyout offer.

When a complaint is received, the County will respond to the complainant or appellant within fifteen (15) business days. The County will follow its internal procedure for handling complaints, per its Citizen Participation Plan.

The County will keep a record of each complaint or appeal that it receives along with all communications and their resolutions.

2.4 False Claims Disclaimer

False claims by applicant/homeowners are strictly prohibited. Application, qualification, and voluntary authorization documents signed by homeowner/applicant will carry the following warning disclaimer: "Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729."

SECTION 3: BUYOUT OFFER, INCENTIVES, CLOSING

3 Current Fair Market Value (CFMV)

The initial basis for buyout funds to seller is the Pre-Storm Fair Market Value (FMV) of their property. Appraisal methodology for this CDBG-DR buyout project will be pre-storm fair market value of parcel (structure, land/lot, fee simple, highest best use assumption, comparable sales approach). The results of the FMV appraisal will constitute the base offer.

Once the FMV investigation is complete, a formal Verification of Disaster Benefits Received form is completed and reviewed, then forwarded to the Case Manager. Funds received from other sources which are determined a DOB are deducted from the structure's FMV unless the Property Owner can demonstrate, through receipts, that the funds received have already been expended on eligible costs. It is the responsibility of the owner to maintain receipts. Inspectors will not be procured to estimate the cost of post-disaster improvements. The resulting value cannot exceed the applicable program cap. DOBs cannot be used to decrease an award to lower than the property's land value. Below is an example award calculation:

Offer Example 1:

Structure value	\$50,000.00	
Land value	\$20,000.00	
FMV	\$70,000.00	
Homeowners Insurance	-\$5,000.00	
Flood Insurance (NFIP)	\$20,000.00	
FEMA Repair Grant	\$0.00	
Other Govt' Sources	\$0.00	
Other Non-Govt' Sources	\$0.00	
Sum of Duplicating Benefits ("DOBs")	\$25,000.00	(Cannot exceed current structure value)
Eligible Receipts for Repair	\$10,000.00	
Eligible Receipts for Temporary Housing	\$3,000.00	
Sum of DOB "Offsets"	\$13,000.00	(Cannot exceed sum of DOBs)
Final Offer (Award Amount)	\$58,000.00	(Current FMV minus Sum of DOBs plus Sum of Offsets)

Offer & Incentive Example 2 (Affixed Home):

Structure value	\$60,000.00	
Land value	\$20,000.00	
FMV	\$80,000.00	
Homeowners Insurance	-\$5,000.00	
Flood Insurance (NFIP)	\$0.00	
FEMA Repair Grant	\$0.00	
Other Govt' Sources	\$0.00	
Other Non-Govt' Sources	\$0.00	
Sum of Duplicating Benefits ("DOBs")	-\$5,000.00	(Cannot exceed current structure value)
Eligible Receipts for Repair	\$8,000.00	
Eligible Receipts for Temporary Housing	\$0.00	
Sum of DOB "Offsets"	\$5,000.00	(Cannot exceed sum of DOBs)
Final Offer (Award Amount)	\$80,000.00	(Current FMV minus Sum of DOBs plus Sum of Offsets)
Optional Moving Assistance	\$5,000.00	(Automatically paid to owner-occupants)
Replacement Property Total Cost	\$95,000.00	
Resettlement Incentive	\$35,000.00	(Cost of Replacement Property minus Final Offer of Acquisition Property)
Total Compensation to LMI Applicant	\$120,000.00	(Sum of Acquisition, Moving Assistance, and Resettlement Incen

3.1 Duplication of Benefits

Duplication of Benefits (DOB) as defined by federal agencies are strictly prohibited. Due to the buyout project framework, utilizing current Fair Market Value (FMV), most Duplication of Benefits will not be applicable. Each homeowner's application will be reviewed to determine if previous funding was appropriately used on the home. The homeowner must have an unmet need to move forward in the program. Jefferson County will determine the homeowner's unmet needs first prior to calculating the homeowner's DOB. Homeowner must provide insurance, FEMA, SBA, and any other type of funding documentation for funds that were received. Additionally, the County/Grant Administrator will verify that the submitted data is accurate to the best of their abilities (e.g. validate against FEMA data).

Using the GLO's DOB Calculation Form, if the prior assistance received exceeds the documented repairs, this calculated amount becomes the DOB amount. The Case Manager will identify any possible Duplication of Benefits and discuss with homeowner.

As part of the Buyout process, homeowners will be required to sign a subrogation agreement. The subrogation agreement will require that the homeowner pay back funds if he/she receives any future disaster assistance for the same reason. Future assistance could include funds from an insurance company if the homeowner is in current litigation and later receives funds from the claim.

3.2 Timeliness of Application Notice & Status

An announcement will be posted and circulated announcing that applications are being accepted beginning October 1, 2020 and that the deadline for applications is 12/31/2020, establishing an application period of 90 days. After the initial 90- day period, all applications that have been submitted will be reviewed for completeness and basic eligibility. From the list of applicants initially assessed to be potentially eligible, a follow-up correspondence will be made to request any additional information needed for secondary eligibility determination. Property owners will have 30 days to submit all necessary information. At the end of the 30- day period, all applicants who have submitted all required information and remain eligible will be ranked in descending order from lowest income to highest income. The appraisal process will be initiated for a wave of approximately 5 to 10 applicants beginning with those properties with the lowest incomes and continuing down the list. Additional waves will be initiated until the funds are extinguished so that 100% of the funds will be utilized. Property owners will be contacted with an update on the status of their application within 30 days of each milestone/deadline.

Date	Action
8/28/2020	Program Guidelines Posted for Public Comment
9/28/2020	Program Guideline Public Comment Period Closed
10/1/2020	Open of application intake
12/31/2020	Close of application intake
3/1/2021	Proposed Date for Initiation of Offers

8/1/2021	Proposed date of Offer Acceptance Deadline
9/1/2021	Proposed Date of Closing Deadline
12/1/2021	Proposed Date for Demolition Deadline
1/1/2022	Proposed Date for Housing Incentive Deadlines
2/01/2022	Proposed Date to Have all End Uses Completed
02/15/2022	Completion of all Activities and Final Reports Submitted

These dates are estimates and subject to change.

3.3 Housing Incentives

Subrecipients may use the Low to Moderate Housing Incentive (LMHI) to resettle households who were affected. Housing incentives are usually offered to encourage households to relocate to a more suitable environment, including an area promoted by the community's comprehensive recovery plan and may be in addition to acquisition or buyout awards. Housing incentives will only apply to participants that are relocating within current County.

The purpose of offering additional housing incentives is to assist certain applicants to obtain Decent Safe Sanitary Housing (DSSH) options in safer, more disaster-resilient areas. A Needs Assessment Methodology will be utilized for each qualified applicant file to determine the minimum necessary funding in order to obtain DSSH.

An Unmet Needs Analysis of HUD/FEMA or other housing demographic disaster victim data may be considered when determining the proportions of funding awarded that must be set aside to benefit each LMI and non-LMI economic group. The use of FEMA claims data (when available) and other applicant demographic data allows for goals to be established to fairly allocate funds across jurisdictions and neighborhoods to serve survivors in proportion to need. The Needs Assessment will determine the activities to be offered, the demographics to receive concentrated attention, and any target areas to be served the disabled, "special needs," vulnerable populations, and target areas to be served.

Applicants applying for disaster assistance must meet certain eligibility standards to qualify for assistance. Eligibility standards are further discussed in the activity-specific Guidelines.

The Needs Assessment will document goals within the income brackets in proportion to the damaged units in the impacted area. Deviations from goals must be approved by the GLO before subrecipients can move forward:

- 0%-30%AMI
- 31% - 50%AMI
- 51% - 80%AMI

HUD guidance stipulates that CDBG funds should be last in the hierarchy of recovery funds made available to beneficiaries. From Federal Register Notice Vol. 76 No. 221:

Since CDBG disaster recovery provides long-term recovery assistance via supplemental congressional appropriations and falls lower in the hierarchy of delivery than FEMA or SBA assistance, it is intended to supplement rather than supplant these sources of assistance.

The County's Program, which is intended to purchase real property that is vulnerable to future severe weather events and increase regional housing resiliency, is required to develop a needs assessment methodology that ensures CDBG-DR assistance is the last assistance provided to the beneficiary related to Hurricane Harvey. Any funds provided to the applicant after their CDBG-DR buyout award is paid may be subject to recapture.

The County will determine each applicant's unmet need through the following process:

An appraisal will determine the fair market value of the property. The total need of each applicant is equivalent to the appraisal value. The County will then determine what assistance the applicant has already received as a benefit towards the property that has not been utilized for its intended purpose. Examples include NFIP claim disbursements or FEMA grants that were intended for property repair but were not utilized for property repair. These unused monies reduce the applicant need for resettlement and are deducted from the total need. This methodology is further described in Offer Calculation Methodology. The remaining total need after the deductions represent the unmet need. The intent of Jefferson County's Buyout Program is to determine each applicant's unmet need and deliver the total unmet need to them at a real estate closing in exchange for title to the subject property.

Allowable Expenditures:

The following expenditures are allowable under the Acquisition Program:

- The closing costs associated with processing the transaction, recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property and similar expenses incidental to convey the real property to the County
- Penalty costs and other charges for prepayment of any preexisting recorded mortgage.
- The pro-rated portion of any prepaid real property taxes which are allocable to the period after the County obtains title to the property or effective possession of it, whichever is earlier.

*Costs for obtaining clear title to the property are NOT allowed.

Additional Assistance	
Project Type	Acquisition/ Buyout••
Base Unit	Fair Market Value (Post-Disaster)
Relocation Assistance	Up to \$5,000 for temporary moving and relocation costs
	\$35,000 for a lot or newly constructed home****
	Up to \$10,000 for an existing home****
Down Payment	Up to 100% of the Required Amount Up to \$35,000
Acquisition Incentives	Up to \$35,000****

Source: Texas General Land Office (GLO); Hurricane Harvey, Disaster Recovery, Housing Guidelines; Sept 19, 2018; pages 22-23

******Buyout Incentives:** The purpose of the incentive is to encourage maximum participation by property owners and remove as many properties as possible from high-risk areas. Incentive payments should assist the household with necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable. Incentives are only allowable if the post-disaster fair market value is used to purchase the home. An acquisition incentive is not available for properties that served as second homes. A second home is not the primary residence of the owner, a tenant, or any occupant at the time of the storm or at the time of application for assistance. Subrecipients and the state may provide relocation assistance outside of buyout activities, as necessary. Subrecipients and the state must document how the assistance will be determined and issued to applicants when determining final eligibility assistance costs. The vacant land limit is set at \$35,000. Although this is the cap, it is not the floor; the actual lot cost should not exceed the standard single lot size in the community.

Source: Texas General Land Office (GLO); Hurricane Harvey, Disaster Recovery, Housing Guidelines; Sept 19, 2018; page 23

Ultimate proceeds paid to seller of qualified eligible acquisition property will be comprised of the following subtotals:

- 1) Current Fair Market Value (FMV) as determined by licensed real estate appraiser
- 2) Uniform Relocation Assistance benefits deemed eligible
 - a. Relocation assistance will not exceed \$35,000 for purchase of a lot or newly constructed home, or \$10,000 for an existing home.
 - b. This is a voluntary program so no involuntary displacement will occur. As only primary properties will be included in the program, there is no risk of renters and non-owner occupants being involuntarily displaced.
- 3) Temporary Relocation Assistance benefits deemed eligible
 - a. Temporary relocation assistance will not exceed \$5,000.
- 4) Qualified Down Payment Assistance benefits

In order to qualify for Down Payment Assistance Benefits, the following must apply:

- a. Purchase a lot or are using a pre-owned lot located outside of a floodplain or to a lower- risk area within the subrecipient's jurisdiction for construction of a new home

- (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the community where assistance as provided.
- b. Purchased homes must be considered decent, safe, and sanitary (DSSH).
- c. The funding must be used within 60 days.
- d. The amount of assistance is based on the determined need of the applicant but will not exceed amount determined by the GLO.
- e. Eligible properties must fit in the following categories:
 - i. Single family property (detached and attached 1-4 units)
 - ii. Condominium unit
 - iii. Cooperative unit
 - iv. Modular home/manufactured home
 - v. Vacant land

All costs for initial appraisal and closing will be paid by the project. Curative title issues will be the seller's responsibility to resolve but may be paid out of closing proceeds. Referrals to local legal aid services will be provided for applicants with clouded titles or curative title issues.

For residents of Port Arthur, the City of Port Arthur has obtained a HUD approved a waiver to allow homeownership assistance to be provided to households earning up to 120 percent of the area median income and down payment assistance for up to 100 percent of the amount required. "While homeownership assistance may be provided to households with up to 120 percent of the area median income, only those funds used to serve households with up to 80 percent of the area median income may qualify as meeting the low- and moderate-income person benefit National Objective.

3.4 Environmental Requirements

All sites will undergo a thorough environmental evaluation that approximately coincides with the timing of the initial appraisal. The environmental evaluation will be reviewed and approved by the GLO before an offer can be extended to the homeowner.

Lead-based paint and asbestos inspections will be conducted. No negative impacts to endangered species will occur as a result of this project and the US Fish and Wildlife Service (US FWS) will be consulted as to all project activities. US Department of Agriculture (USDA)-designated Prime Farmland will not be negatively impacted. Archaeological sites and historic structures will not be disturbed, and the State Historic Preservation Office (SHPO) will be consulted for verification. No hazardous materials will be disturbed and released into the environment over the course of this project. No wetlands will be negatively impacted and all necessary environmental permits will be obtained for project operations. All new buildings will be required to be built at a minimum of 2 feet above Base Flood Elevation (BFE). No new construction of residential structures will occur in a FEMA- designated floodway. Green building standards will be adhered to and green building practices will be employed. All relevant environmental laws and regulations will be followed.

3.5 Offer and Closing Process

Following the completion of the Current Fair Market Value (CFMV) appraisal and the calculation of additional housing assistance incentives the homeowner qualifies for, an offer to acquire

property will be extended to the homeowner. If owner accepts, a sales agreement will be executed and documents sent to title company for deed research, issuance of title insurance policy, parcel boundary survey, and closing document preparation. Once closing date is set or negotiated, property owner will be given notice to vacate, instruction on utilities disconnection, and referrals for assistance with moving, etc. Advance payment of relocation assistance may be available for qualified applicants. Down payment assistance funds shall sit in escrow and shall be distributed to the proper agency upon relocation. Once closing is complete, demolition will begin within 45 days of assignment to the demolition contractors. The entire structure, including discarded or abandoned items, will be removed from the property and disposed of at an approved disposal site.

3.6 Residential Anti-Displacement and Relocation Assistance Plan (RARAP)

This program is a voluntary buyout program so there will be no involuntary displacement, unless there is a tenant occupied unit. Project management will provide general programmatic guidance. Additional support can be provided by Lone Star Legal Aid of Southeast Texas and the Jefferson County Office of Disaster Assistance, among other resources potentially available. Owner Occupied applicants will receive benefits outlined in the guidelines, although tenants will follow URA guidelines below:

US Department of Housing and Urban Development (HUD) regulations at 24 CFR 42.325 and 570.440(1), use of Community Development Block Grant Disaster Recovery (CDBG-DR) funds will minimize adverse impacts on persons of low and moderate-income persons. The purpose of this Residential Anti-displacement and Relocation Assistance Plan (RARAP) is to provide guidance on complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), (Pub. L 91-645, 42 U.S.C. 4601 et seq) and section 104(d) of the HCD Act (42 U.S.C. 5304(d))(Section 104(d)). The implementing regulations for the URA are at 49 CFR part 24. The regulations for section 104(d) are at 24 CFR part 42, subpart C.

The requirements of sections 204 and 205 of the URA, and 49 CFR 24.2(a)(6)(vii), 24.2(a)(6)(ix), and 24.402(b) are waived to the extent necessary to permit a grantee to meet all or a portion of a grantee's replacement housing payment obligation to a displaced tenant by offering rental housing through a tenant based rental assistance (TBRA) housing program subsidy (e.g., Section 8 rental voucher or certificate), provided that comparable replacement dwellings are made available to the tenant in accordance with 49 CFR 24.204(a) where the owner is willing to participate in the TBRA program, and the period of authorized assistance is at least 42 months.

One-for-one replacement requirements at section 104(d)(2)(A)(i) and (ii) and (d)(3) of the HCD Act and 24 CFR 42.375 are waived in connection with funds allocated under this notice for lower-income dwelling units that are damaged by the disaster and not suitable for rehabilitation. Also, The relocation assistance requirements at section 104(d)(2)(A) of the HCD Act and 24 CFR 42.350 are waived to the extent that they differ from the requirements of the URA and implementing regulations at 49 CFR part 24, as modified by this notice, for activities related to disaster recovery.

The County has determined that the following homes which apply would not trigger one-for-one replacement:

1. Substandard dwellings that cannot be brought into compliance with housing rehabilitation standards and/or applicable state and local code requirements shall be deemed not suitable for rehabilitation, as determined by the program and consistent with program guidelines. The determination may be established based on the calculation that the cost of rehabilitation exceeds 75% of the market value of the property or that the property is deemed a blighted structure consistent with state or local ordinance; in which case the property would be a candidate for demolition and/or reconstruction and not subject to one-for one replacement.

OR

2. A "blighted structure" is any structure unfit for use, habitation, or dangerous to persons or other property. In addition, a structure is blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a risk to human health, safety, and public welfare. This includes structures showing evidence of physical decay or neglect, or lack of maintenance. Characteristics may also include any nuisance conditions including but not limited to: Any "Nuisance" as defined by law, or (a) Any residential property that poses a public nuisance, which may be detrimental to the health or safety whether in a building, on the premises of a building, or upon an unoccupied lot. This includes, but is not limited to: abandoned wells, shafts, basements, excavations, unclean swimming pools or spas, abandoned iceboxes, refrigerators, motor vehicles, and any structurally unsound fences or structures, lumber, trash, fences, or debris which may prove a hazard for inquisitive minors; (b) Unsanitary conditions or anything offensive to the senses or dangerous to health including, but not limited to, the emission of odors, sewage, human waste, liquids, gases, dust, smoke, vibration or noise, or whatever may render air, food, or drink detrimental to the health of human beings; (c) Physical conditions such as, but not limited to, old, dilapidated, abandoned: scrap or metal, paper, building materials and equipment, bottles, glass, appliances, furniture, rags, rubber, motor vehicles, and parts thereof; or (d) Physical conditions posing fire hazards, (e) Physical conditions posing a hazard such as but not limited to dead or damaged trees.

OR

3. Residential properties that have experienced repetitive losses under FEMA's National Flood Insurance Program (NFIP).

For Structures that do not fall under the criteria above, one-for one replacement will be trigger and these homes will be reported to the GLO for tracking of replacement housing.

General Information Notice (GIN) - The URA regulations require that persons who are scheduled to be displaced will be provided with a GIN as soon as feasible. This program may involve both persons who are actually displaced and persons who are not displaced. If the tenant-occupant of a dwelling moves permanently from the property after submission of an application for HUD financial assistance, the tenant will be presumed to qualify as a "displaced person." To minimize such unintended displacements, HUD policy considers all occupants within a proposed HUD-assisted project involving buyouts as scheduled to be displaced for purposes of issuing a GIN. All occupants, therefore, will be provided with a GIN. The

template for the GIN is attached in the Appendix.

Tenant Intake Meeting- As soon as feasible, the County shall contact each person who is affected by the project to discuss his/her needs, preferences and concerns. Whenever feasible, contact shall be face-to face. These meetings will take place after the landowner intake meeting and before the buyout offer is sent to the landowner. This scheduling is meant to avoid the possible issue of tenant ineligibility for HUD/URA assistance. It is possible that some tenants in the buyout target area are undocumented persons and are thus ineligible to receive benefits from HUD. However, HUD requires that all displaced tenants receive URA relocation assistance. Thus, properties with undocumented tenants are ineligible to participate in the program because if they were to do so they would either be in violation of the URA or the HUD rule against benefiting undocumented persons. If a property is deemed ineligible for buyout for reasons related to tenant eligibility, that property owner will receive a phone call and a letter from the county stating that the property is ineligible for participation in the buyout program because of tenant ineligibility for HUD assistance.

If the tenant does not qualify for relocation assistance, or if at any time the landowner decides not to participate in the program, the tenant will receive a Notice of Non-displacement and will not be eligible to receive assistance.

Notice of Non-displacement - If a person does not qualify as a displaced person (see Paragraph 1-4 J.), HUD policy requires that such persons be provided with a Notice of Non-displacement (see Paragraph 1-4 AA.) to advise them of the County's determination and their right to appeal. A tenant will be defined as "non-displaced" only if they received a Move-In notice outlining the property owner's participation in the buyout program before they signed the lease. Even if there was no intention to displace the person, if they were not given timely information essential to making an informed judgment about a move, it is assumed that the person's move was an involuntary move caused by the project.

If the landowner continues to participate in the buyout program and eventually signs a contract of sale with the County, the tenants will be then given a Notice of Relocation Eligibility and 90 Day Notice to vacate. In order to have these documents ready to send immediately after contract signing, the case management team will have identified three comparable replacement dwellings that are currently for rent and completed and internally approved HUD Form 40061 before contract signing.

Notice of Relocation Eligibility (NOE) (49 CFR 24.203(b)). The NOE will be issued promptly after the initiation of negotiations (contract of sale between County and landowner), and will describe the available relocation assistance, the estimated amount of assistance based on the displaced person's individual circumstances and needs, and the procedures for obtaining the assistance. This Notice will be specific to the person and their situation so that they will have a clear understanding of the type and amount of payments and/or other assistance they may be entitled to claim

Ninety-Day Notice (49 CFR 24.203(c)). The 90-day notice shall not be given before the displaced person is issued a notice of relocation eligibility (or notice of ineligibility) for relocation assistance. The 90-day notice need not be issued if: (a) there is no structure, growing stock, or personal property on the real property, or (b) the occupant made an informed decision to relocate and vacated the property without prior notice to the property owner, (c) in the case of an owner-occupant who moves as a result of a voluntary buyout described in 49 CFR 24.101(b)(1) or (2), the delivery of possession is specified in the purchase contract, or (d) the person is an unlawful occupant.

Determining Cost of Comparable Replacement Dwelling (49 CFR 24.403(a)). The upper limit of a replacement housing payment shall be based on the cost of a comparable replacement dwelling (49 CFR 24.2(a)(6)). If available, at least three comparable replacement dwellings shall be examined (including

internal and external inspection) to ensure that the replacement dwelling is decent, safe and sanitary as defined at 49 CFR 24.2(a)(8). The upper limit of the replacement housing payment shall be established on the basis of the cost for the comparable replacement dwelling that is most representative of, and equal to, or better than, the displacement dwelling.

1. For purposes of establishing the payment limit, comparable replacement dwellings shall, to the extent feasible, be selected within the County.

2. A copy of Form HUD-40061, Selection of Most Representative Comparable Replacement Dwelling for Purposes of Computing a Replacement Housing Payment, is included as Appendix 12. The form is optional; however, if the form is not used, other reasonable documentation will be maintained.

NOTE: When selecting the most representative comparable replacement dwelling for a person with disabilities, reasonable accommodation is to be determined on a case-by-case basis.

3. The County may limit the amount of replacement housing payment to the amount required to obtain a comparable replacement dwelling only if it gives a timely written notice (referral) of such comparable replacement dwelling. If the County fails to offer a comparable replacement dwelling before the person enters into a lease or purchase agreement for, and occupies, a decent, safe and sanitary replacement dwelling, HUD may require the replacement housing payment be based on the cost of such decent, safe and sanitary replacement dwelling, or take such other corrective action as may be deemed necessary to mitigate (to the extent possible) the adverse consequences of the deficiency. Inspection of Replacement Dwelling (49 CFR 24.403(b)). Before making a replacement housing payment or releasing a payment from escrow, the County or its designated representative shall make a thorough internal and external inspection of the replacement dwelling to determine whether it is decent, safe and sanitary (as defined at 49 CFR 24.2(a)(8)). A copy of the inspection report should be included with the pertinent claim form in the County's files. (See also Chapter 6, Paragraph 6-2C.1(h).) NOTE: The definition of "decent, safe and sanitary" provides that replacement units will contain the accessibility features needed by displaced persons with disabilities.

If the County determines that a replacement housing payment may have to be denied because the replacement dwelling selected by a displaced person is not decent, safe and sanitary (e.g., does not meet the local code), it will so notify the displaced person, determine if the property can be made decent, safe and sanitary, and/or assist the person to locate another replacement unit.

(1) Amount of payment. An eligible displaced person who rents a replacement dwelling is entitled to a payment not to exceed \$7,200.00 for rental assistance. (See § 24.404.) Such payment shall be 42 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the lesser of:

(i) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or

(ii) The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

(2) Base monthly rental for displacement dwelling. The base monthly rental for the displacement dwelling is the lesser of:

(i) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the Agency (for an owner-occupant, use the fair market rent for the displacement dwelling. For a tenant who paid little or no rent for the displacement dwelling, use the fair market rent, unless its use would result in a hardship because of the person's income or other circumstances);

(ii) Thirty (30) percent of the displaced person's average monthly gross household income if the

amount is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 Programs 4. The base monthly rental shall be established solely on the criteria in paragraph (b)(2)(i) of this section for persons with income exceeding the survey's "low income" limits, for persons refusing to provide appropriate evidence of income, and for persons who are dependents. A full time student or resident of an institution may be assumed to be a dependent, unless the person demonstrates otherwise; or,

Down Payment Assistance. An eligible displaced person who purchases a replacement dwelling is entitled to a downpayment assistance payment in the amount the person would receive under paragraph (b) of this section if the person rented a comparable replacement dwelling. At the Agency's discretion, a downpayment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. However, the payment to a displaced homeowner shall not exceed the amount the owner would receive under § 24.401(b) if he or she met the 180-day occupancy requirement. If the Agency elects to provide the maximum payment of \$5,250 as a downpayment, the Agency shall apply this discretion in a uniform and consistent manner, so that eligible displaced persons in like circumstances are treated equally. A displaced person eligible to receive a payment as a 180-day owner-occupant under § 24.401(a) is not eligible for this payment. ***Manner of Disbursing Rental Assistance.*** Relocation assistance payments for residential tenants who are displaced for HUD projects are subject to 42 USC Sec. 3537c and will be disbursed in installments, except that lump sum payments may be made to cover (1) moving expenses, (2) a downpayment on the purchase of replacement housing, or incidental expenses related to (1) or (2). Whenever the payment is made in installments, the full amount of the approved payment shall be disbursed in regular installments, whether or not there is any later change in the person's income or rent, or in the condition or location of the person's housing.

The frequency of these disbursements will be determined by the County in consultation with the tenant. However, there will be no less than three installment payments, except when the rental assistance payment is \$500 or less. Where the rental assistance payment is \$500 or less, it is recommended that payment may be made in two installments with no less than a four-month interval between payments.

Determination to provide replacement housing of last resort. Whenever a program or project cannot proceed on a timely basis because comparable replacement dwellings are not available within the monetary limits for owners or tenants, as specified in § 24.401 or § 24.402, as appropriate, the Agency shall provide additional or alternative assistance under the provisions of this subpart. Any decision to provide last resort housing assistance will be adequately justified either:

(1) On a case-by-case basis, for good cause, which means that appropriate consideration has been given to:

- (i) The availability of comparable replacement housing in the program or project area;
- (ii) The resources available to provide comparable replacement housing; and
- (iii) The individual circumstances of the displaced person, or

(2) By a determination that:

- (i) There is little, if any, comparable replacement housing available to displaced persons within an entire program or project area; and, therefore, last resort housing assistance is necessary for the area as a whole;
- (ii) A program or project cannot be advanced to completion in a timely manner without last resort housing assistance; and

- (iii) **The method selected for providing last resort housing assistance is cost effective, considering all elements, which contribute to total program or project costs.**

Documentation. Any claim for a relocation payment shall be supported by such documentation as may be reasonably required to support expenses incurred, such as bills, certified prices, appraisals, or other evidence of such expenses. A displaced person will be provided reasonable assistance necessary to complete and file any required claim for payment.

Expeditious payments. The County shall review claims in an expeditious manner. The claimant shall be promptly notified as to any additional documentation that is required to support the claim. Payment for a claim shall be made as soon as feasible following receipt of sufficient documentation to support the claim.

Advanced payments. If a person demonstrates the need for an advanced relocation payment in order to avoid or reduce a hardship, the County shall issue the payment, subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished.

(d)Time for filing.

(1) All claims for a relocation payment shall be filed with the County no later than 18 months after:

(i) For tenants, the date of displacement.

(ii) For owners, the date of displacement or the date of the final payment for the buyout of the real property, whichever is later.

(2) The County shall waive this time period for good cause.

Notice of denial of claim. If the County disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination, and the procedures for appealing that determination.

Mobile homes. Relocation assistance for owners of mobile homes on rented land will be handled on a case-by-case basis depending on physical and financial feasibility. Two options are available; moving the mobile home to a lot outside of the floodplain or offering a replacement mobile home outside the floodplain. The County will perform a cost-benefit analysis for each mobile home applicant and select the most financially feasible option. In both relocation options, moving costs and 42 months of lot fees will be paid for by the County. Both options are described below.

Moves from a mobile home. A displaced person's actual, reasonable and necessary moving expenses for moving personal property from a mobile home may be determined based on the cost of one, or a combination of the following methods: (self-moves based on the lower of two bids or estimates are not eligible for reimbursement under this section. Eligible expenses for moves from a mobile home include those expenses described in paragraphs (g)(1) through (g)(7) of this section. In addition to the items in paragraph (a) of this section, the owner-occupant of a mobile home that is moved as personal property and used as the person's replacement dwelling, is also eligible for the moving expenses described in paragraphs (g)(8) through (g)(10) of this section.)

(1)Commercial move - moves performed by a professional mover.

(2)Self-move - moves that may be performed by the displaced person in one or a combination of the following methods:

(i)Fixed Residential Moving Cost Schedule. (Described in § 24.302.)

(ii)Actual cost move. Supported by receipted bills for labor and equipment. Hourly labor rates should not exceed the cost paid by a commercial mover. Equipment rental fees should be based on the actual cost of renting the equipment but not exceed the cost paid by a commercial mover.

Replacement housing payment for 180-day mobile homeowner displaced from a mobile home, and/or from the acquired mobile home site.

(a)Eligibility. An owner-occupant displaced from a mobile home or site is entitled to a replacement housing payment, not to exceed \$31,00.00, under § 24.401 if:

(1) The person occupied the mobile home on the displacement site for at least 180 days immediately before:

(i) The initiation of negotiations to acquire the mobile home, if the person owned the mobile home and the mobile home is real property;

(ii) The initiation of negotiations to acquire the mobile home site if the mobile home is personal property, but the person owns the mobile home site; or

(iii) The date of the County's written notification to the owner-occupant that the owner is determined to be displaced from the mobile home as described in paragraphs (a)(3)(i) through (iv) of this section.

(2) The person meets the other basic eligibility requirements at § 24.401(a)(2); and

(3) The County acquires the mobile home as real estate, or acquires the mobile home site from the displaced owner, or the mobile home is personal property but the owner is displaced from the mobile home because the County determines that the mobile home:

(i) Is not, and cannot economically be made decent, safe, and sanitary;

(ii) Cannot be relocated without substantial damage or unreasonable cost;

(iii) Cannot be relocated because there is no available comparable replacement site; or

(iv) Cannot be relocated because it does not meet mobile home park entrance requirements.

(b)Replacement housing payment computation for a 180-day owner that is displaced from a mobile home. The replacement housing payment for an eligible displaced 180-day owner is computed as described at § 24.401(b) incorporating the following, as applicable:

(1) If the County acquires the mobile home as real estate and/or acquires the owned site, the purchase cost used to compute the price differential payment is the actual amount paid to the owner as just compensation for the buyout of the mobile home, and/or site, if owned by the displaced mobile homeowner.

(2) If the County does not purchase the mobile home as real estate but the owner is determined to be displaced from the mobile home and eligible for a replacement housing payment based on paragraph (a)(1)(iii) of this section, the eligible price differential payment for the purchase of a comparable replacement mobile home, is the lesser of the displaced mobile homeowner's net cost to purchase a replacement mobile home (*i.e.*, purchase price of the replacement mobile home less trade-in or sale proceeds of the

displacement mobile home); or, the cost of the County's selected comparable mobile home less the County's estimate of the salvage or trade-in value for the mobile home from which the person is displaced.

(3) If a comparable replacement mobile home site is not available, the price differential payment shall be computed on the basis of the reasonable cost of a conventional comparable replacement dwelling.

(c) Rental assistance payment for a 180-day owner-occupant that is displaced from a leased or rented mobile home site. If the displacement mobile home site is leased or rented, a displaced 180-day owner-occupant is entitled to a rental assistance payment computed as described in § 24.402(b). This rental assistance payment may be used to lease a replacement site; may be applied to the purchase price of a replacement site; or may be applied, with any replacement housing payment attributable to the mobile home, to the purchase of a replacement mobile home or conventional decent, safe and sanitary dwelling.

(d) Owner-occupant not displaced from the mobile home. If the County determines that a mobile home is personal property and may be relocated to a comparable replacement site, but the owner-occupant elects not to do so, the owner is not entitled to a replacement housing payment for the purchase of a replacement mobile home. However, the owner is eligible for moving costs described at § 24.301 and any replacement housing payment for the purchase or rental of a comparable site as described in this section or § 24.503 as applicable.

In some cases, renters of participating properties may be paying little to no rent, posing a challenge for relocation assistance. In those cases, the County will offer pay for moving costs and offer relocation assistance for the gap between the estimated fair market rent of the displacement unit and the monthly cost of a replacement unit outside of the floodplain.

SECTION 4: PROGRAM ADMINISTRATION

4.1 Affirmative Marketing & Fair Housing

The County shall ensure that no person shall on the ground of race, color, national origin, religion, sex, sexual orientation, age, familial status, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to the CDBG Disaster Recovery Program. The Jefferson County will retain documentation of all marketing measures used, including copies of all advertisements and announcements that will be available for public viewing upon request. The County will use the Fair Housing logo in advertising, post Fair Housing posters and related information, and, in general, inform the public of its rights and obligations under Fair Housing regulations. The County will engage community members to gather stakeholder input, disseminate important program information, and to answer questions.

4.2 Public Outreach & Targeted Communities

The goal of Jefferson County is to ensure that outreach and communication efforts reach eligible survivors from all racial, ethnic, national origin, religious, familial status, the

disabled, “special needs,” and gender groups. Emphasis will be focused on successful outreach to LMI areas and those communities with minority concentrations that were affected by the disaster. Outreach efforts may include:

- Door-to-door canvassing and special outreach efforts to hard-to-reach populations (e.g., seniors, and persons with severe disabilities who either do not have information about the resources available or are unable to apply for resources).
- Advertise with the local media outlets, including newspapers and broadcast media, that provide unique access for persons who are considered members of a protected class under the Fair Housing Act;
- Flyers in utility and tax bills advertising the Program;
- Reach out to public or non-profit organizations and hold/attend community meetings;
- Other forms of outreach tailored to reaching the eligible population, including door-to-door outreach, and on the weekends, if necessary;
- Measures will be taken to make the Program accessible to persons who are considered members of a protected class under the Fair Housing Act by holding informational meetings in buildings that are compliant with the Americans with Disabilities Act (ADA), providing sign language assistance when requested, and providing special assistance for those who are visually impaired when requested.
- Applications and forms will be offered in English and other languages prevailing in the region in accordance with Title VI of the Civil Rights Act of 1964, including persons with disabilities (24 CFR 8.6), Limited English Proficiency (LEP), and other fair housing and civil rights requirements such as the effective communication requirements under the Americans with Disabilities Act. Every effort will be made to assist such applicants in the application process.
- Case managers will help navigate and inform survivors who may qualify for acquisition and Acquisition of their damaged unit to remove them from flood hazards, environmental hazards, and other unsafe conditions while meeting AFFH obligations.
- Documentation of all marketing measures used, including copies of all advertisements and announcements, will be retained and made available to the public upon request.
- Subrecipients and the state will be required to use the Fair Housing logo in Program advertising, post Fair Housing posters and related information and, in general, inform the public of its

rights under Fair Housing regulations law.

- The County will coordinate with HUD-certified housing counseling organizations to ensure that information and services are made available to both renters and homeowners. Additional information for each grantee is available here:
<https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?weblistaction=summary>

4.3 Communication Strategies for Persons with Special Needs

Program administrators will maintain bilingual capabilities in order to adequately communicate to non-native English-speaking applicants and will provide sign language assistance & assistance for those who are visually impaired when requested. All print & written materials will align with the GLO's guidelines for communications with persons with special needs in accordance with Title VI of the Civil Rights Act of 1964, including persons with disabilities (24 CFR 8.6), Limited English Proficiency (LEP), and other fair housing and civil rights requirements such as the effective communication requirements under the Americans with Disabilities Act. All print & written materials will be available in multiple languages. Every effort will be made to assist such property owners in the application process. In addition, community engagement & informational events will include bilingual staff. The State of Texas Emergency Assistance Registry (STEAR) will be reviewed for potential targeted outreach.

4.4 Record Keeping

The County will fully comply with all record-keeping and reporting requirements including but not limited to:

- 1) Record-keeping: records will be maintained and on file electronically for a minimum of 3 years beyond the closing of the grant between the GLO and HUD. All projects, program activity files, and applicant information received will be maintained within the GLO's system of record.
- 2) Applicant data: applicant data will be maintained in a private file bound by federal Privacy Act rules and standards regarding disclosure of personal and sensitive information, as well as entered into the TIGR system. Generated monthly reports will be submitted to the GLO for review. Applicant data kept on file will include but is not limited to: household income at the time of assistance, the household income as a percentage of area median income, the race/ethnicity/gender of the head of the household, the household's familial status, and any disabilities or veterans in the household.
- 3) Section 3 reporting; the project will comply with all Section 3 requirements including but not limited to affirmative placement of qualified individuals from low-to-moderate income households and county residents seeking job placements. A Section 3 Plan will be created and continue to be updated throughout the program process. Quarterly reports will be filed in the GLO grant management system of record.

4.5 Conflict of Interest

Conflicts of interest are defined as local elected officials, County employees, contractors, and consultants who exercise functions with respect to CDBG-DR activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities receiving any benefit from the activity either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter. Conflicts of interest are strictly prohibited in this program. Conflict of Interest Questionnaires (CIQs) and A503 forms will be completed and maintained on file for all parties with existing or potential conflicts of interest.

4.6 Applicant Data

The GLO will establish procedures for Jefferson County to collect and report data relevant to HUD. The reporting requirements will include, but not be limited, to the following for each program activity requiring a direct application by an individual or non-institutional entity:

- Homeowner's household income.
- Household's income as a percentage of area median family income as defined by HUD.
- The race, ethnicity, and gender of the head of household.
- The household's familial status.
- The presence or non-presence of a household member with a disability.
- The presence or non-presence of a household member that is a Veteran.

4.7 Audit Requirements

A mandatory single audit which complies with all county, state, and local requirements will be performed by an independent accountant at the end of each fiscal year. This audit will be maintained on file in compliance with record-keeping procedures set forth above.

4.8 Closeout Procedures

Following completion of project scope of work, invoices payments and reimbursements, closeout procedures will begin. The first step will be an internal audit, records inventory, and review of project financials. All data, records, and accounts will be reviewed and reconciled. The next step will be the packaging and summation of projects, including records structure for external audit and digital back-ups. The next step will be to request GLO and closeout procedures, including the delivery of any requested records, files or documents. Once all data requests are satisfied and final closeout is authorized by the GLO, the grant award contract will be closed by executing parties. Following the grant closeout with the County and the GLO, all records will be retained for three (3) years following the date in which the Hurricane Harvey grant is closed out between the GLO and HUD.

4.9 Citizen Comments

Citizen comments and complaints should be directed to vballou@gmjinc.com or County Judge.

The project manager will handle all homeowner inquiries and complaints, and a timely written response will be provided to every citizen comment. The response will be provided within 15 working days of the receipt of the comment. Complaints regarding fraud, waste, or abuse of government funds will be forwarded to the HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: [hotline @hudoig.gov](mailto:hotline@hudoig.gov)).

Documentation for each complaint will be maintained. Each file will include contact information for the complainant, the initial complaint, the property address, any communications to and from complainant, results of the investigation, together with any notes, letters, or other investigative documentation, the date the complaint or appeal was closed, and any other action taken.

Definitions

Acquisition: Purchase of an eligible property at the fair market value of the land and structures with the intent to reduce risk from future flooding or to reduce risk from future hazard. Acquisitions are properties within defined Disaster Reduction Risk Areas (DRRA), determined in consultation with county and local governments such as areas within the 100- year floodplain and/or in the highest risk areas as defined by FEMA flood map "V Zone." The property acquired will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational use, or floodplain and wetlands management practices. Acquisition-only is typically not considered a complete activity in the Program and may be combined with another eligible activity (i.e., relocation assistance and new construction of housing).

Adjusted Gross Income (AGI): AGI is an individual's total gross income minus specific deductions. The GLO Adjusted Gross Income Methodology may be found at: <http://recovery.texas.gov/>.

Affirmative Further Fair Housing: The County desires to ensure that the program meets the requirements of the Affirmatively Furthering Fair Housing Final Rule to provide all residents of the County an opportunity to improve their living environments within the program parameters as established by GLO. To that end, the County has examined areas of concentration or people of racial and ethnic status for inclusion within the program and adopted the Fair Housing Marketing Plan to provide additional outreach to ensure eligibility for participation.

Affordability Period: The period of time during which a property must comply with CDBG- DR program rules and regulations, including primary residency, income, and rent restrictions as applicable.

Applicant/Homeowner/Survivor: (Used interchangeably) Individuals whose homes or housing units were destroyed, made uninhabitable, needed repairs, or who suffered disaster- related displacement from their primary residences and/or loss of property.

Area Median Income (AMI): Calculated annual limits based on HUD-estimated median family income with adjustments based on family size used for demonstrating LMI beneficiaries in the programs. May also be referred to Area Median Family Income (AMFI) in other program documents.

Beneficiary: The recipient deriving advantage from CDBG-DR funding.

Community Development Block Grant (CDBG): A federal program administered by the US Department of Housing & Urban Development (HUD) which provides grant funds to local and state governments. The CDBG program works to ensure decent affordable housing, to provide services

to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses.

Demolition: The clearance and proper disposal of dilapidated buildings and improvements.

Disabled Household: Disabled household -is a household composed of:

1. One or more persons at least one of whom is an adult (18 years or older) who has a disability;
2. Two or more persons with disabilities living together, or one or more such persons living with another person who is determined by HUD, based upon a certification from an appropriate professional (e.g., a rehabilitation counselor, social worker, or licensed physician) to be important to their care or wellbeing; or
3. The surviving member or members of any household described in paragraph (1) of this definition who were living in a unit assisted under this part with the deceased member of the household at the time of his or her death. [24 CFR 891.305]

Disaster Risk Reduction Area: An area identified as meeting the following conditions as declared by Resolution of the Commissioners Court:

1. An area containing a hazard caused or exacerbated by the Presidentially declared disaster for which the grantee received its CDBG-DR allocation;
2. The hazard must be a predictable environmental threat to the safety and well-being of Program beneficiaries, as evidenced by the best available data and science; and
3. The Disaster Risk Reduction Area must be clearly delineated so that HUD and the public may easily determine which properties are located within the Disaster Risk Reduction Area.
4. In carrying out acquisition activities, the subrecipient must ensure they are in compliance with their long-term redevelopment plans.

Documented Impact (DI): Documented Impact from Hurricane Harvey includes copies of Flood Insurance Claim Adjustor Report and Claim Payment Summary, FEMA Damage Assessment, FEMA Individual Assistance Emergency Home Repair payments, and geo-referenced/time-stamped photos. As all potential participants are required to provide documented proof of impact, this captures the tie back to the storm requirement as stated in the GLO's Acquisition and Acquisition Program Guidelines Checklist.

Duplication of Benefits: The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern, or other entity from receiving financial assistance from CDBG-DR funding with respect to any part of a loss resulting from a major disaster as to which he/she has already received financial assistance under any other program

or from insurance or any other source.

Elderly Family:

1. Families of two or more persons, the head of which (or his or her spouse) is 62 years of age or older;
2. The surviving member or members of a family described in paragraph (1) living in a unit assisted under 24 CFR part 891, subpart E (Section 202 loans) with the deceased member of the family at the time of his or her death;
3. A single person who is 62 years of age or older; or
4. Two or more elderly persons living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being. [24 CFR 891.505]

Eligible Properties (EP): Eligible Properties are those within a floodplain, floodway, or DRRAs with documented impacts from Hurricane Harvey.

Environmental Code: Properties located where federal assistance is not permitted are ineligible for Program assistance. Properties must be in compliance with Environmental Code 24 CFR Part 58.

Environmental Review: All qualified projects must undergo an environmental review process. This process ensures that the activities comply with National Environmental Policy Act (NEPA) and other applicable state and federal laws.

Fair Housing: Activities that follow the rules and guidelines set forth in the Fair Housing Act and subsequent fair housing legislation. The goal of these activities is to eliminate housing discrimination, promote economic opportunity, and achieve diverse, inclusive communities.

Fair Housing Marketing Plan: A marketing strategy designed to attract applicants of all majority and minority groups, regardless of sex, handicap, familial status, etc. to participate in the housing activities which are being marketed.

Fair Market Value: The hypothetical price that a willing buyer and seller will agree upon when they are acting freely, carefully, and with complete knowledge of the situation.

Federal Emergency Management Agency (FEMA): An agency of the United States Department of Homeland Security. The agency's primary purpose is to coordinate the response to a disaster that has occurred in the United States and that overwhelms the resources of local and state authorities.

Floodplain: FEMA designates floodplains as geographic zones subject to varying levels of flood risk. Each zone reflects the severity or type of potential flooding in the area. • "100-year floodplain" - the geographical area defined by FEMA as having a one percent chance of being inundated by a flooding event in any given year. • "500-year floodplain" - the geographical area

defined by FEMA as having a 0.2 percent change of being inundated by a flooding event in any given year.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. [24 CFR 5.504]

Department of Housing and Urban Development (HUD): Federal department through which the Program funds are distributed to grantees.

Low-Income Family: A family whose annual income does not exceed 80 percent of the area median income, as determined by HUD, with adjustments for smaller and larger families. [24 CFR 5.603]

National Environmental Policy Act (NEPA): Establishes a broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government give proper consideration to the environment prior to undertaking any major federal action that could significantly affect the environment.

National Flood Insurance Program (NFIP): Created by Congress in 1968 to reduce future flood damage through floodplain management and to provide people with flood insurance through individual agents and insurance companies. FEMA manages the NFIP.

Second Home: If a second home is not rented out at any time during the year, it is a second home regardless of if it is used by the household or not. If a home is rented out part of the year and the owner uses the home more than 14 days or more than 10 percent of the number of days during the year that the home is rented, then it is a second home. If a home is rented out for part or all of the year and the owner does not use the home long enough then it is rental property and not a second home.

Single Family Home: A single-unit family residence detached or attached to other housing structures.

Slum and Blight: "Blighted area" and "slum" mean an area in which at least seventy percent of the parcels are blighted parcels and those blighted parcels substantially impair or arrest the sound growth of the state or a political subdivision of the state, retard the provision of housing accommodations, constitute an economic or social liability, or are a menace to the public health, safety, morals, or welfare in their present condition and use.

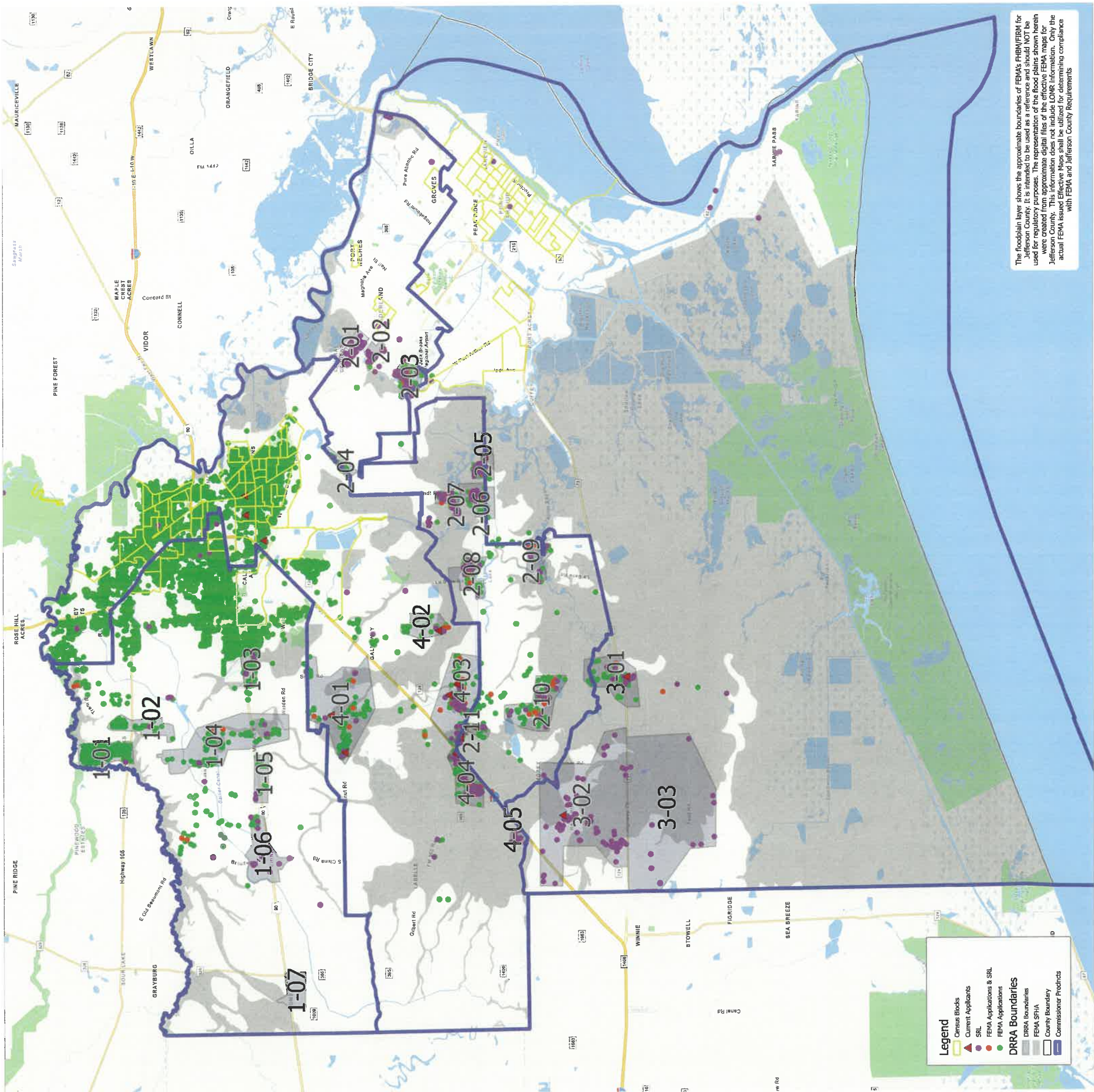
Subrogation: The process by which duplicative assistance paid to the Property owner after receiving an award are remitted to the Program in order to rectify a duplication of benefit.

Substantial Damage: Occurs when a property sustains damages that equal or exceed 50 percent of its Fair Market Value (FMV) prior to the event, as determined by a local authorized official (e.g., a code officer) and is sent a Substantial Damage Letter, or if the ECR/AA value (minus elevation and bulkheads costs) meets or exceeds 50 percent of the Program cap.

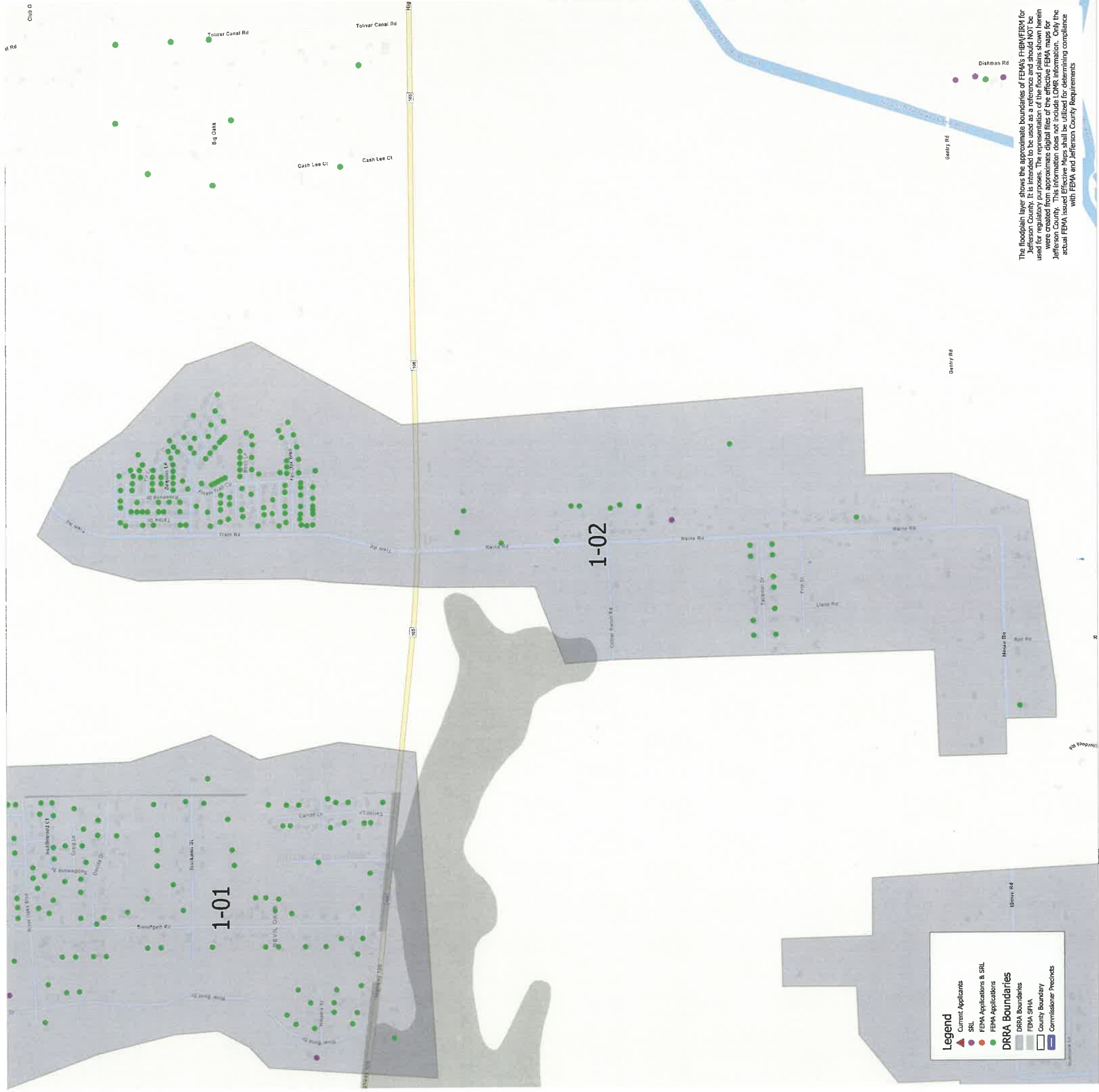
Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (Title 49 CFR Part 24) (42 U.S.C. 4601 et seq.) (URA): Applies to all acquisitions of real property or displacements of persons resulting from federal or federally assisted program or projects. URA's objective is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects. For the purposes of these guidelines, URA mostly applies to residential displacements in involuntary (49 CFR Subpart B) acquisition or multifamily damaged/occupied activities that require the relocation of the tenants. A displaced person is eligible to receive a rental assistance payment that is calculated to cover a period of 42 months, as waived by the FR.

Urgent Need National Objective: An urgent need that exists because conditions pose serious and immediate threat to the health or welfare of the community; the existing conditions are recent or recently became urgent; and the subrecipient cannot finance the activities on its own because other funding sources are not available. Subrecipients or the state must document how each program and/or activity funded under this category responds to a disaster-related impact. See 24 CFR 570.208(c).

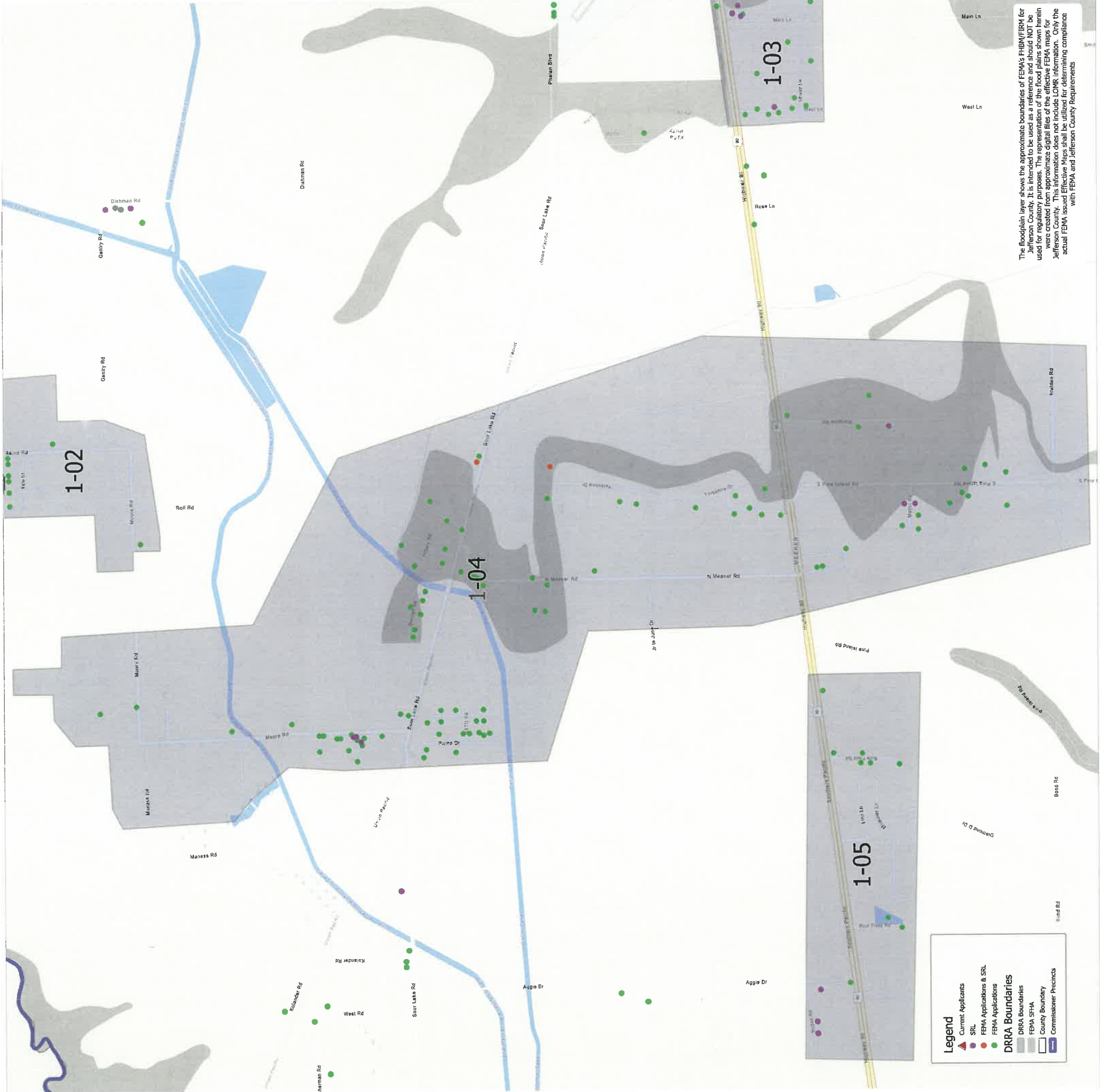
AMENDMENT #1
DISASTER REDUCTION RISK AREA MAPS



The floodplain layer shows the approximate boundaries of FEMA's FIRM/FIRM for Jefferson County. It is intended to be used as a reference and should NOT be used for regulatory purposes. The representation of the flood plains shown herein were created from approximate digital files of the effective FEMA maps for Jefferson County. This information does not include LOMR information. Only the actual FEMA issued Effective Maps shall be utilized for determining compliance with FEMA and Jefferson County Requirements

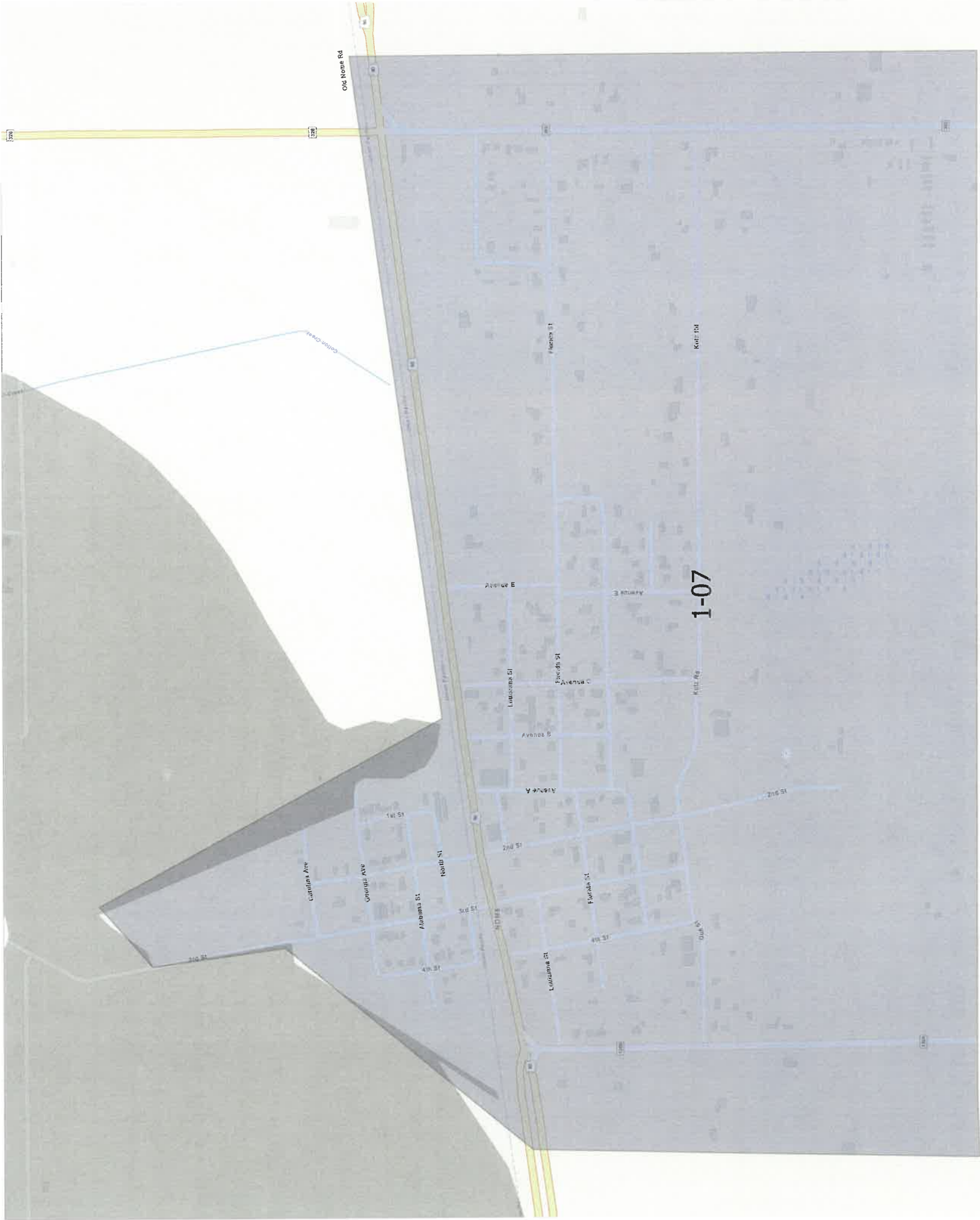










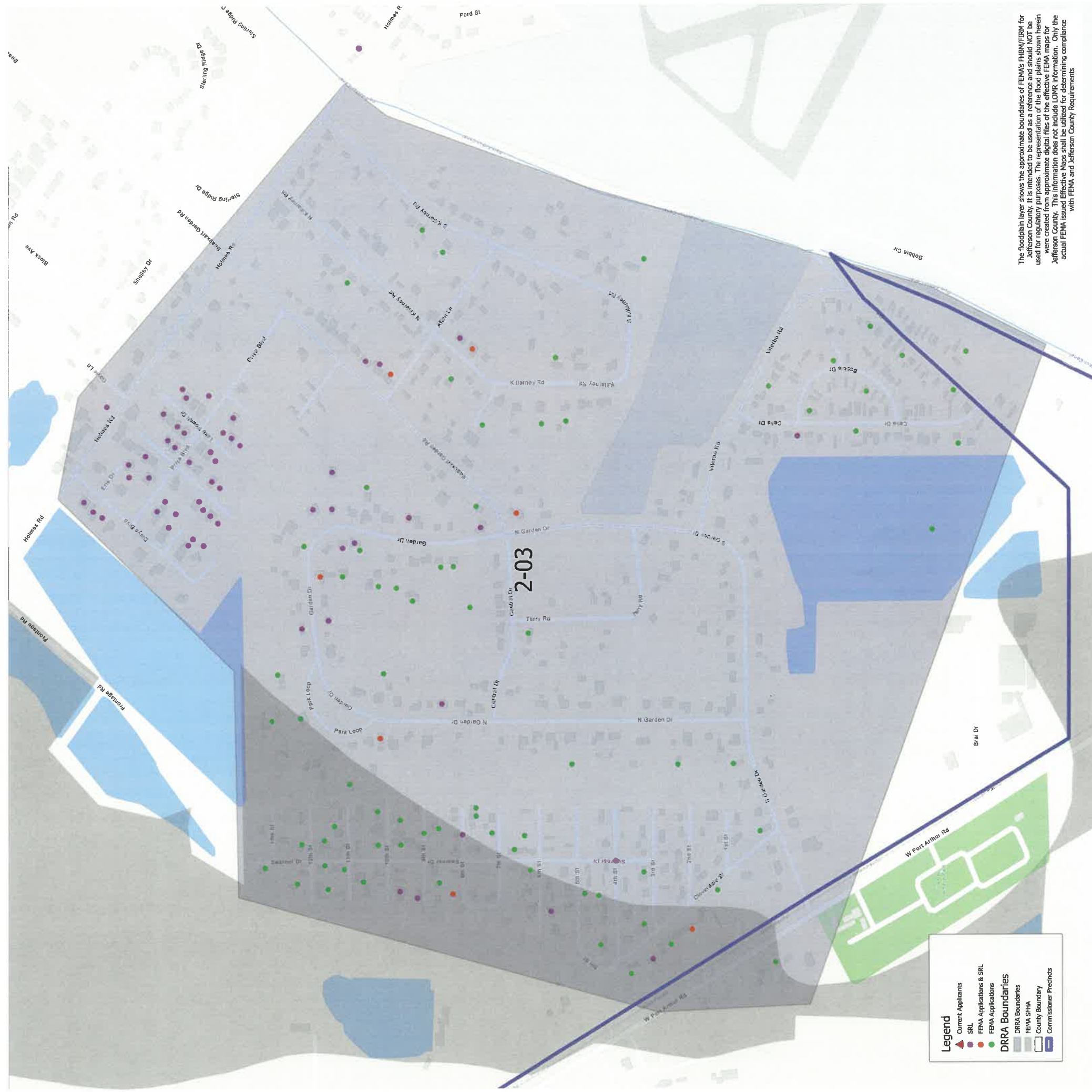


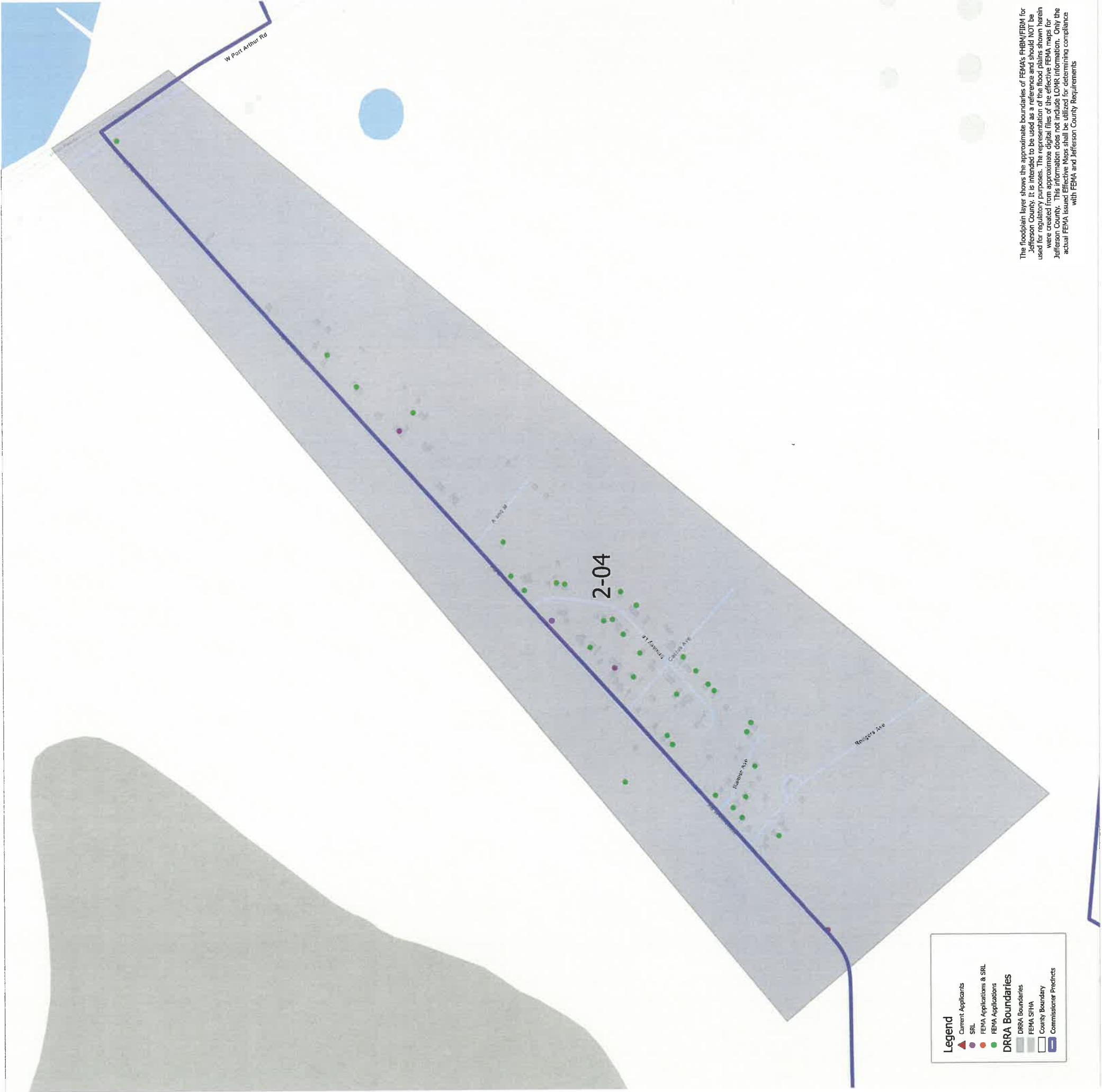
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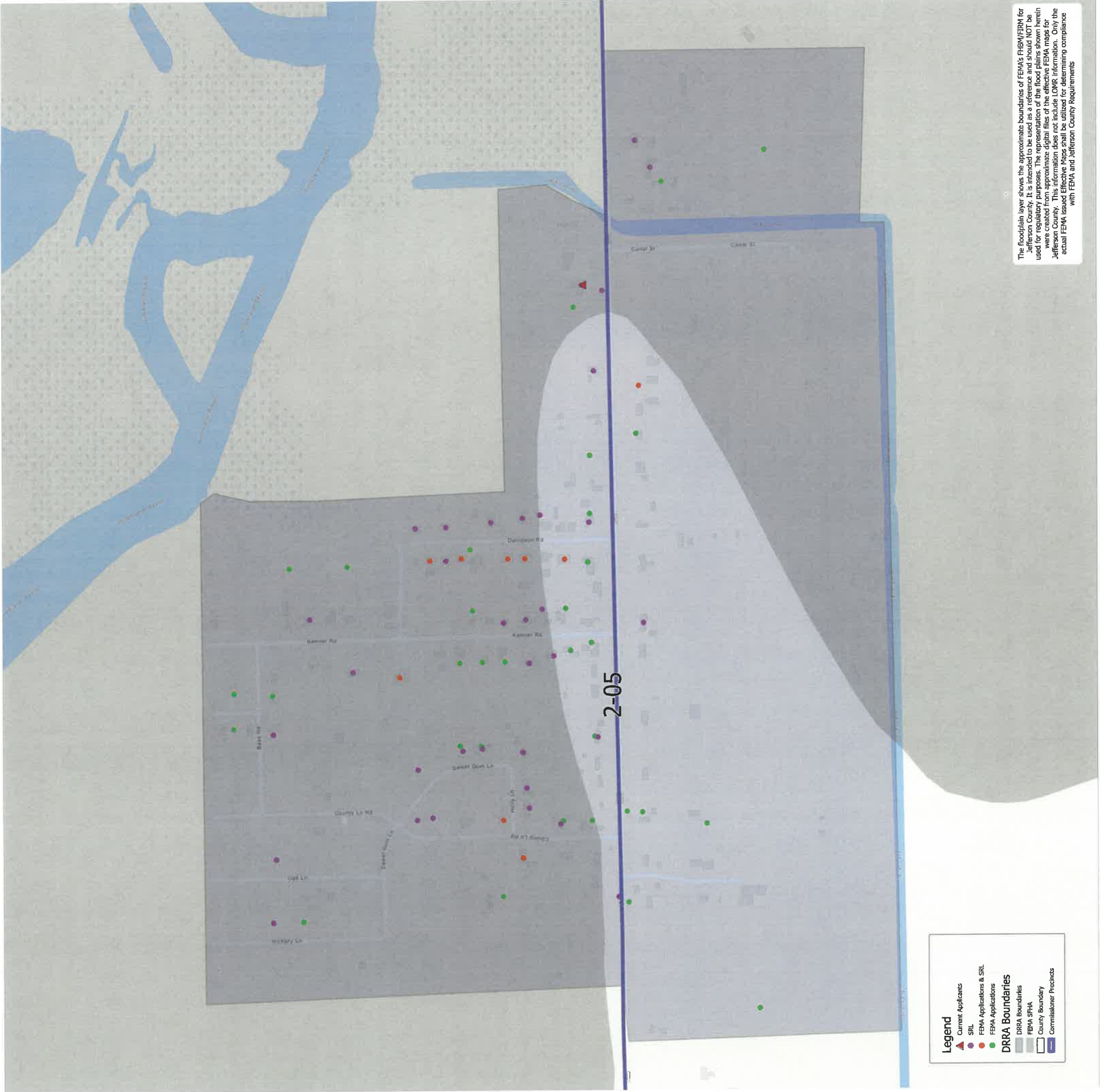
- ▲ Current Applicants
- SRL
- FEMA Applications & SRL
- FEMA Applications
- DRRA Boundaries**
- DRRA Boundaries
- FEMA SFHA
- County Boundary
- Commissioner Predicts

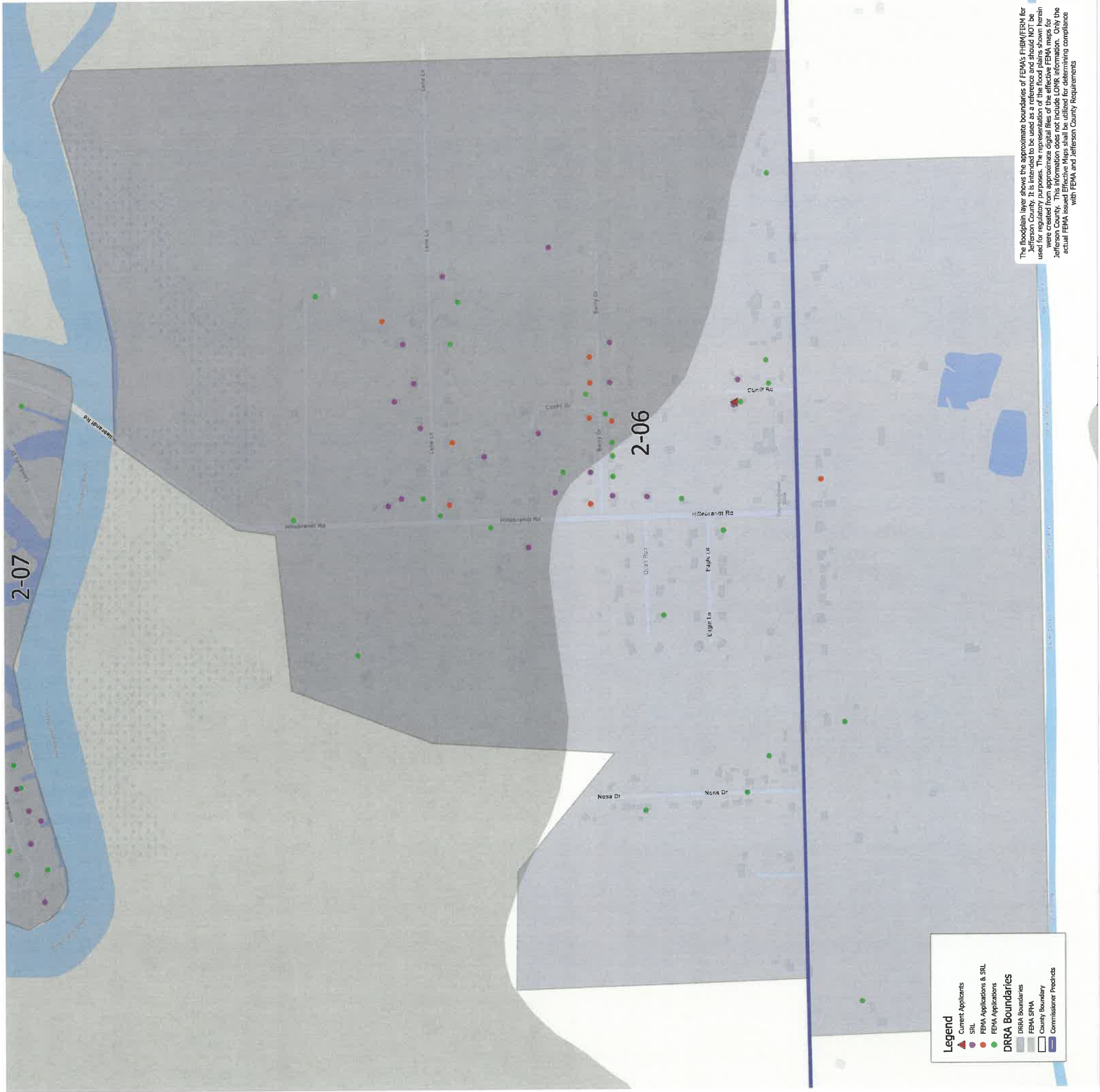
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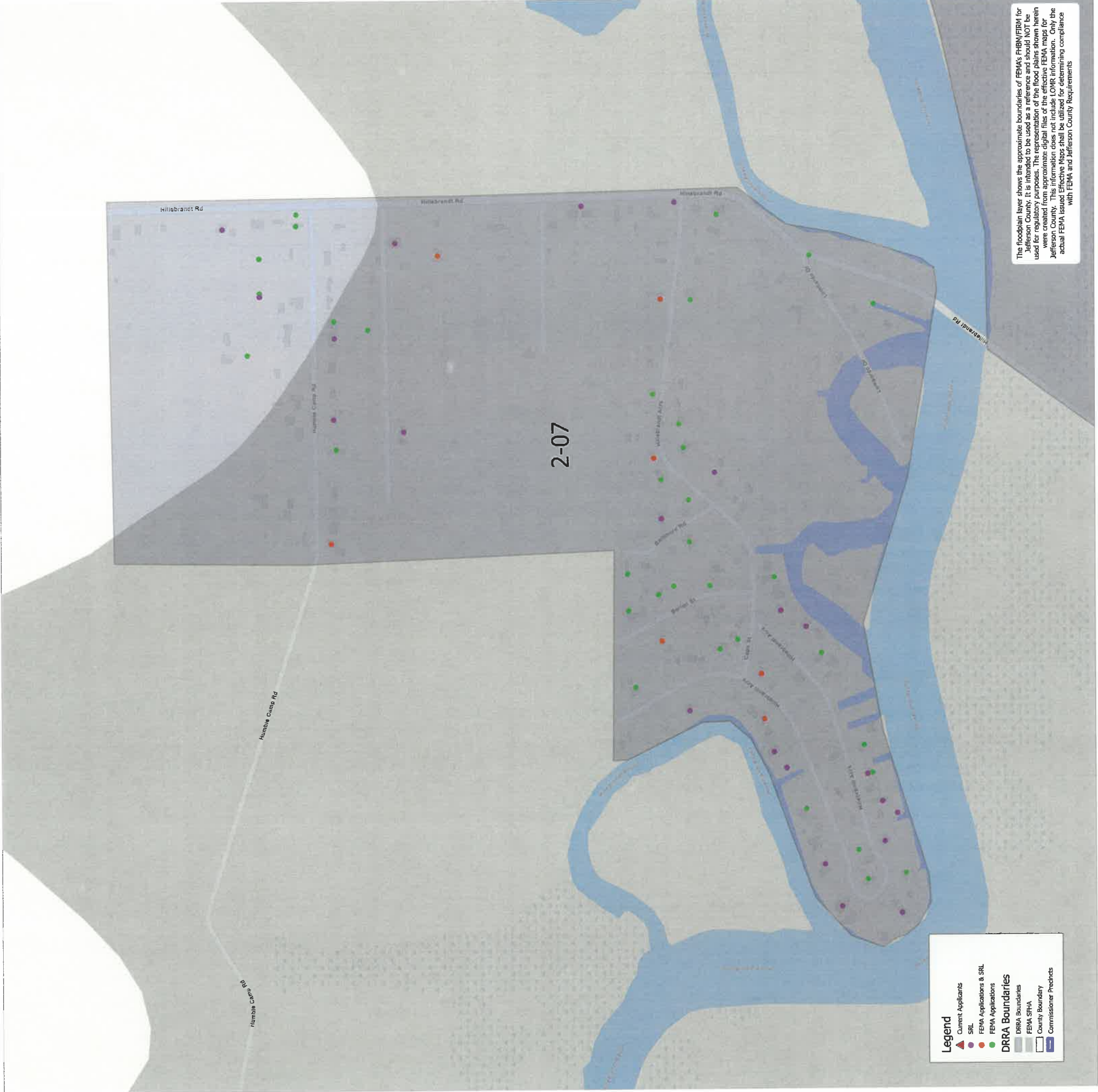


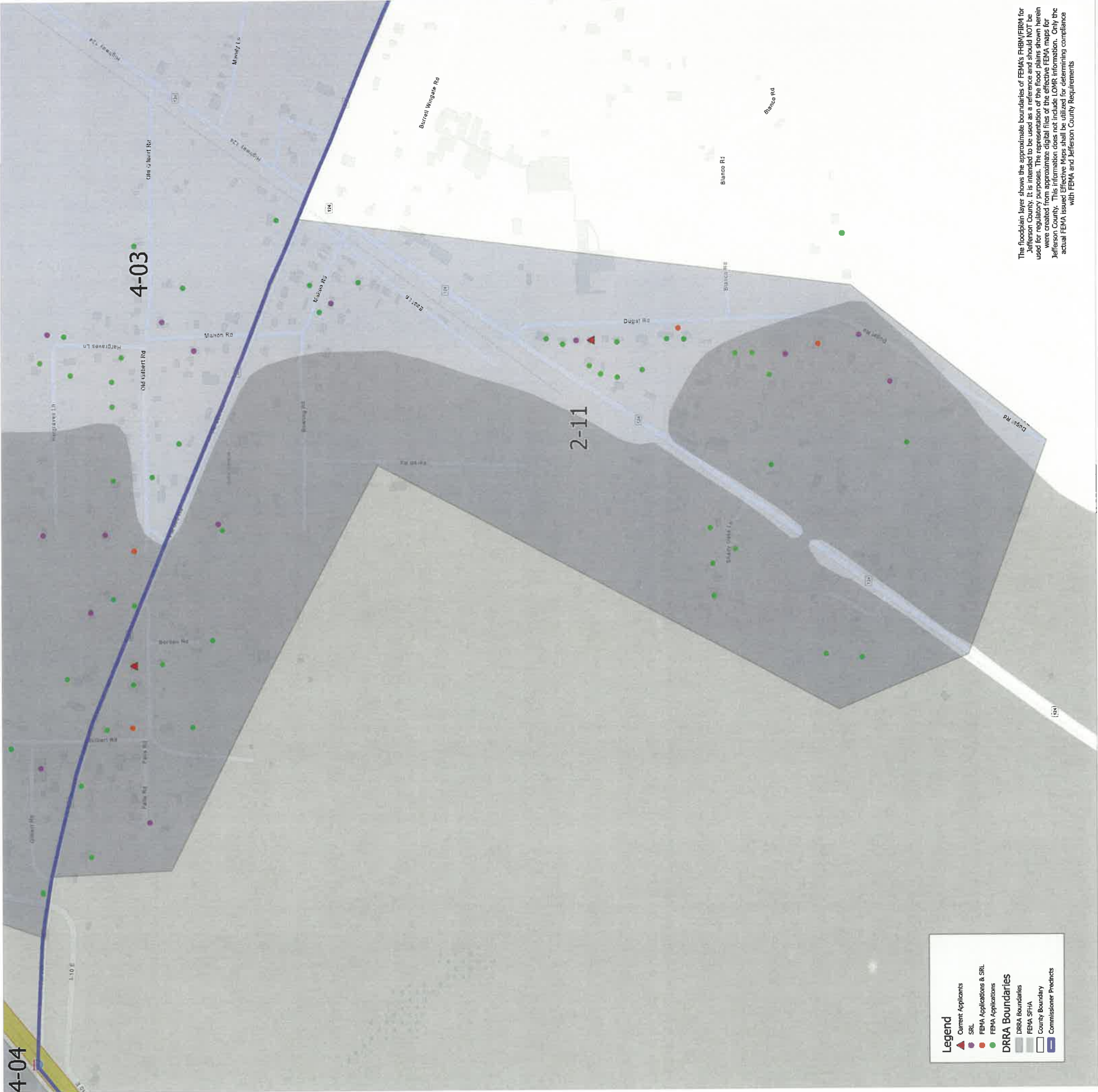




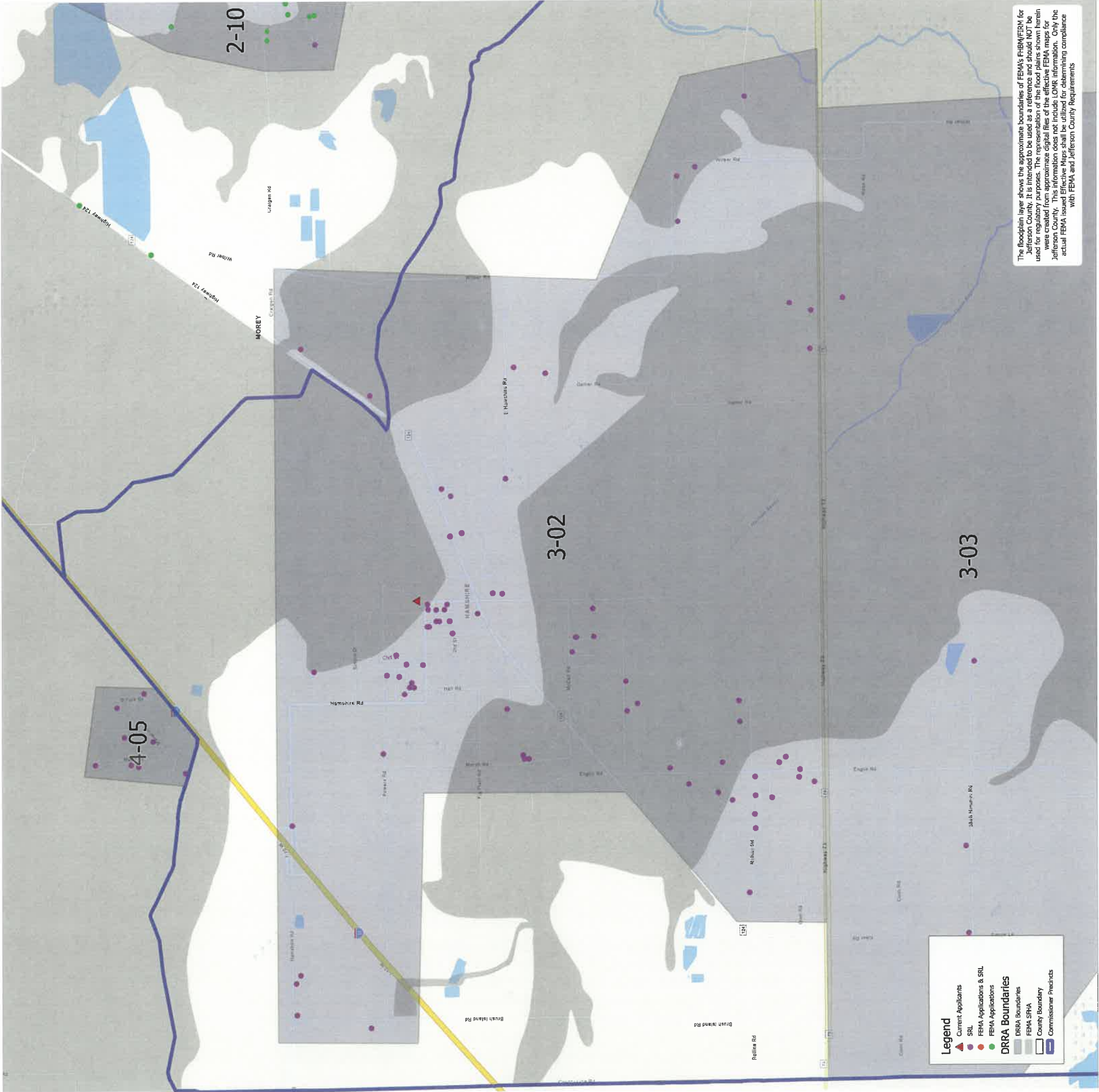




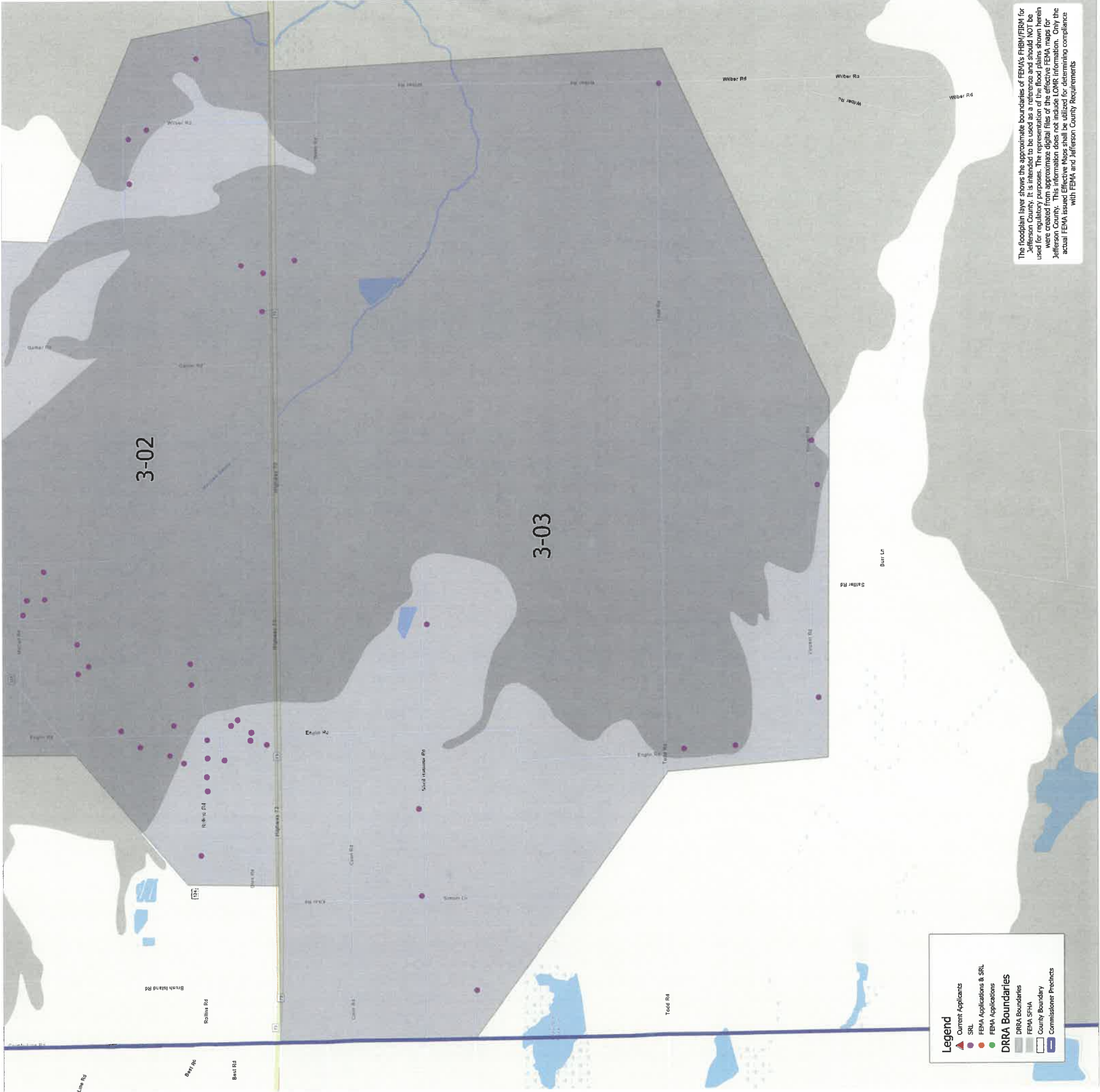


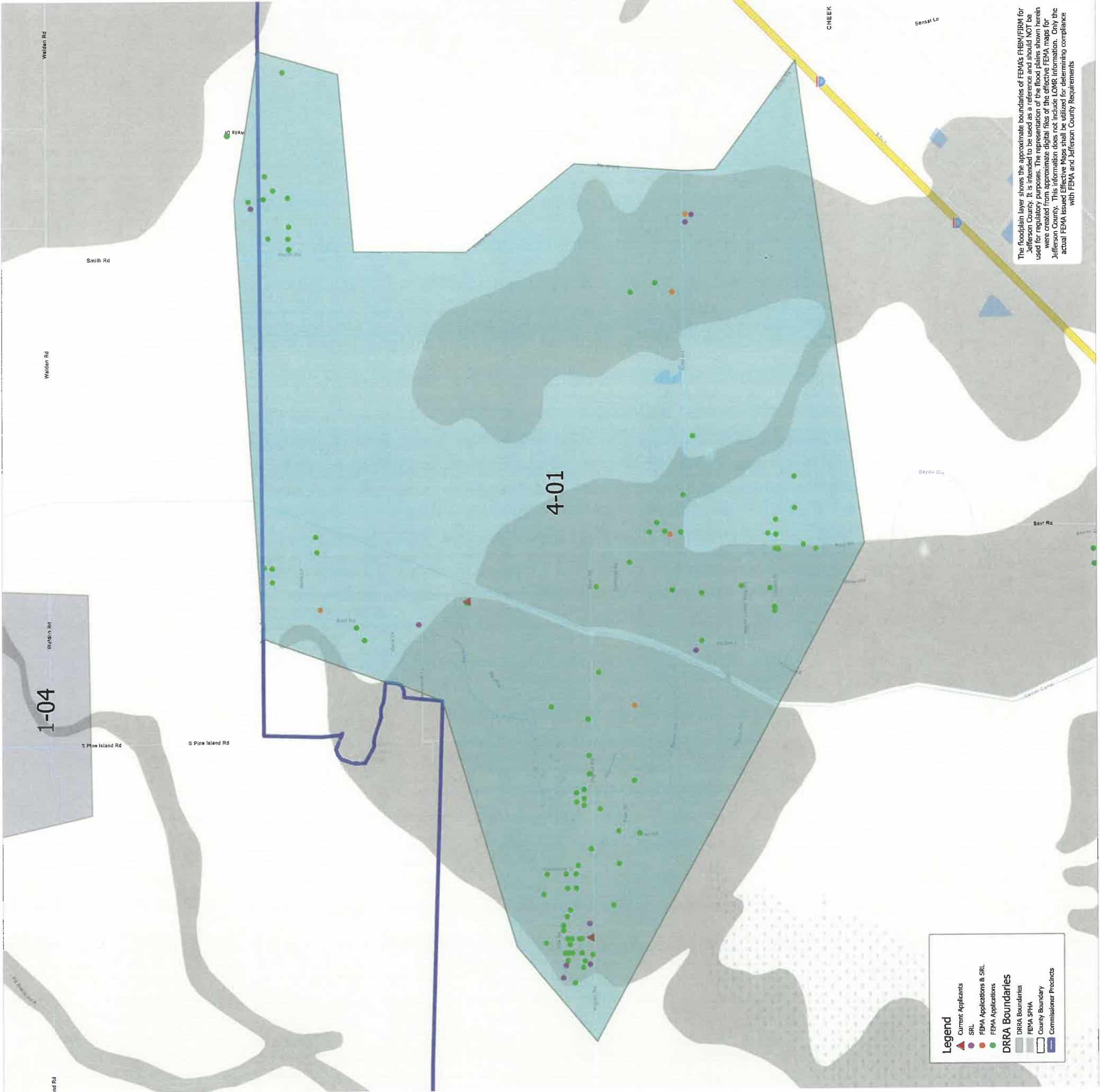




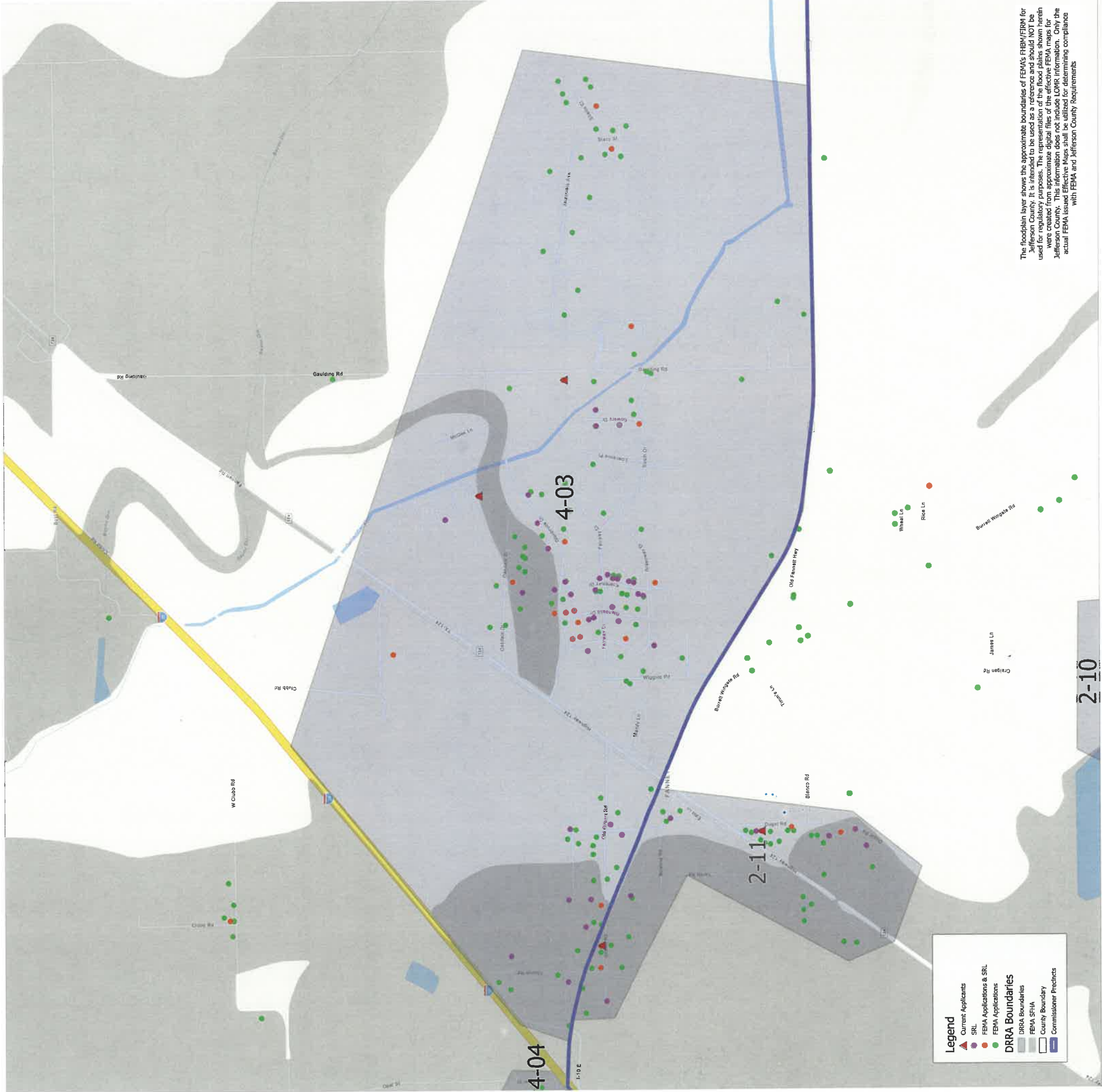


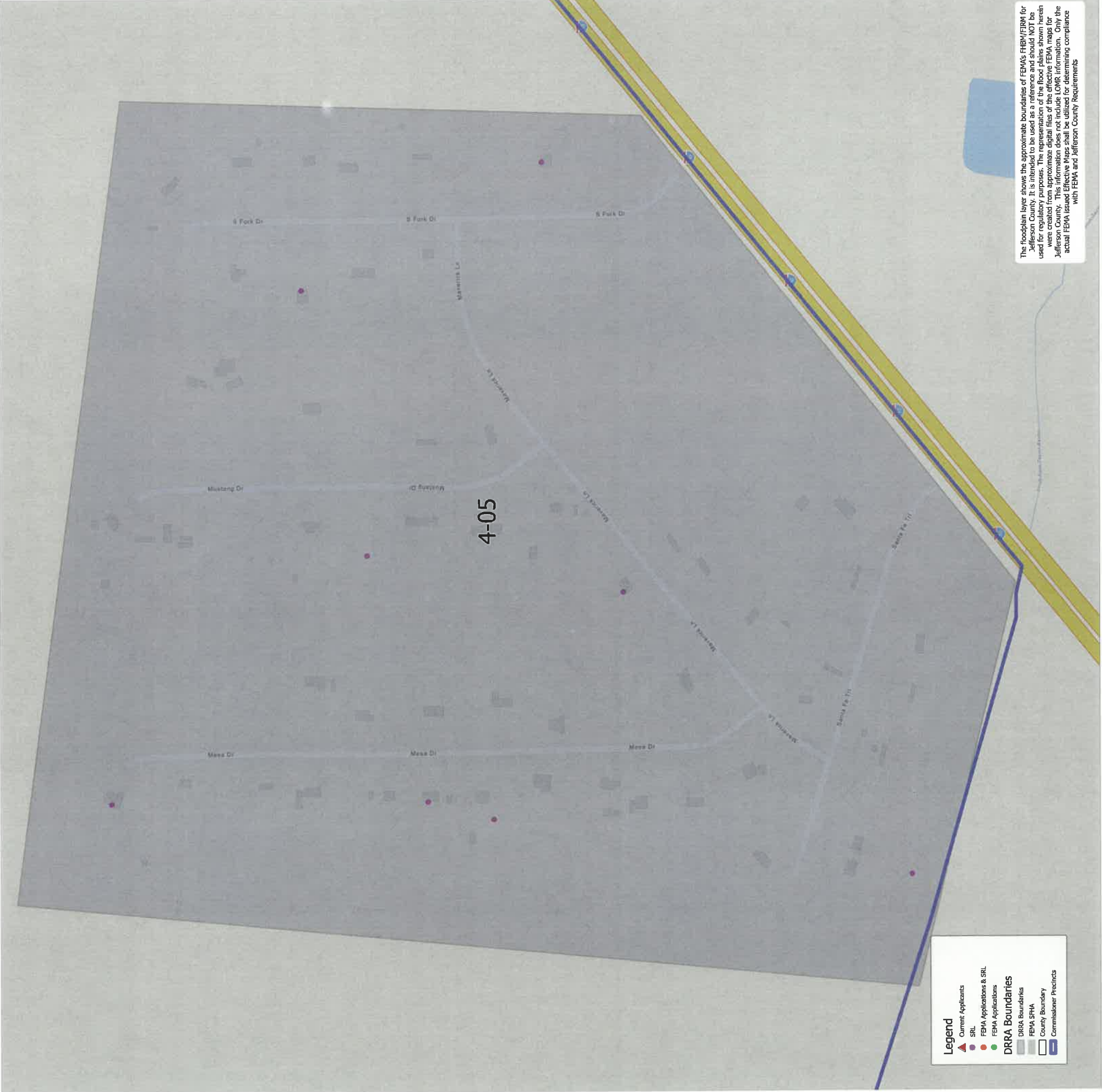
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ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

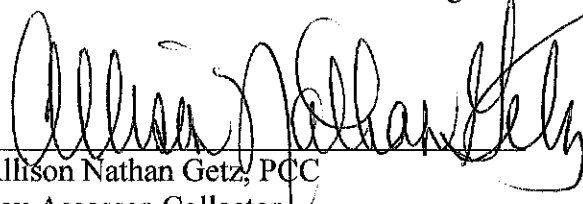


TERRY WUENSCHERL
CHIEF DEPUTY

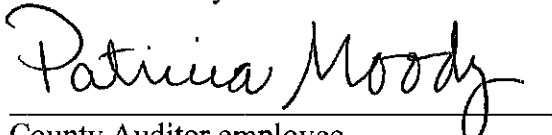
Tax Refund Determination

Taxpayer name: Lowe's
Address: 1000 Lowe's Blvd., Mooresville, NC 28117
Account Number: 265424-000/000510-00000
Amount of Refund: \$21,543.79

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


Allison Nathan Getz, PCC
Tax Assessor-Collector
Jefferson County

01/18/22
Date


County Auditor employee

1/19/22
Date

Tax Refund Determination – 8/5/19

01/14/2022 16:01:31
 TN536 SELECTION SEQUENCE 3924381
 HELD OVERPAYMENT REFUNDS
 REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 01/06/2022 TO: 01/14/2022

PAGE: 1
 MINIMUM DOLLAR AMOUNT: \$2500

ACCOUNT NUMBER	UNP TOT YEAR UNIT	APPR DIST #	OWNER NAME	SUIT REC TYPE	DEPOSIT RECEIPT DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
049400-000/048851-00100		73899			M0107202214A 20220107			
	2021 8001		LOWE'S HOME CENTERS INC #115	TL	1 01/07/2022	49011841 AA	23,989.61	
CHECK PAYEE:LOWE'S				LTS 3 & 4 TR 2 BLK 13 RG J PALCO 1	CHECK TOTAL:		23,989.61	
1000 LOWE'S BLVD				AC				
MOORESVILLE NC28117								

FIDO # : 29106538

TOTAL AMOUNT DUE FOR ACCOUNT .00

265424-000/000510-00000	123402				M0107202214A 20220107			
	2021 8001		LOWE'S HOME CENTERS INC #009	TL	1 01/07/2022	49011841 AA	21,543.79	
CHECK PAYEE:LOWE'S				TR 67-1 PL D-24 F BIGNER 18.8566AC	CHECK TOTAL:		21,543.79	
1000 LOWE'S BLVD								
MOORESVILLE NC28117								

FIDO # : 29106538

TOTAL AMOUNT DUE FOR ACCOUNT .00

036550-000/002210-00000	57444				M0112202228A 20220112			
	2021 8001		AGUILAR ANTONIO JR	TL	1 01/12/2022	49137272 PA	2,627.61	
CHECK PAYEE:JANEUX KIMBERLY A				TR 1-A REPLAT OF N160' OF S170' OF	CHECK TOTAL:		2,627.61	
4578 ROOSEVELT AVENUE				1-3 BLK 3 LEE TO GROVES				
GROVES TX77619								

FIDO # : 29366349

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 48,161.01

COUNT OF REFUND CHECKS 3

DUPLICATE TAX RECEIPT

138



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@CO.JEFFERSON.TX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

**LOWE'S HOME CENTERS INC #0095
PERSONAL PROPERTY TAX DEPT
1000 LOWE'S BLVD
MOORESVILLE, NC 28117-8520**

Legal Description:

TR 67-1 PL D-24 F BIGNER 18.8566AC

Parcel Address: 4120 DOWLEN N RD
Legal Acres: 18.8566

Deposit No: M0107202214A
Validation No: 9000000061823256
Account No: 265424-000/000510-00000
Operator Code: DONNAS

Remit Seq No: 49011841
Receipt Date: 12/31/2021
Deposit Date: 01/07/2022
Print Date: 01/13/2022

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2021	Jefferson County	6,900,000	0.363184	25,059.70	0.00	0.00	25,059.70
2021	Beaumont Isd	6,900,000	1.161510	80,144.19	0.00	0.00	80,144.19
2021	City Of Beaumont	6,900,000	0.705000	48,645.00	0.00	0.00	48,645.00
2021	Port Of Beaumont	6,900,000	0.109000	7,521.00	0.00	0.00	7,521.00
2021	Drainage District #6	6,900,000	0.214244	14,782.84	0.00	0.00	14,782.84
2021	Sabine-Neches Nav. Dist.	6,900,000	0.092067	6,352.62	0.00	0.00	6,352.62
2021	Overpay	0	0.000000	0.00	0.00	0.00	21,543.79
				\$182,505.35	\$0.00	\$0.00	\$204,049.14

>---
Check Number(s):
3613588

PAYMENT TYPE:

Checks: \$204,049.14

Exemptions on this property:

Total Applied: \$204,049.14

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
**LOWE'S
1000 LOWE'S BLVD
MOORESVILLE, NC 28117**

THIS CHECK HAS A TRUE WATERMARK WHICH IS VISIBLE FROM BOTH SIDES. HOLD AGAINST A LIGHT SOURCE TO VERIFY IF ANY SECURITY FEATURES ARE MISSING DO NOT CASH.

WACH EXP01 PT 123402
CHECK NO. 3613588 ETC
4

LOWE'S®
1000 LOWE'S BLVD
MOORESVILLE, NC 28117

68-158
531 REF

WELLS FARGO BANK, N.A.

PAY DATE AMOUNT

NINE HUNDRED NINETEEN THOUSAND EIGHT * 12/29/21 *****919,803.75

HUNDRED THREE AND 75/100 DOLLARS *****

VOID AFTER 90 DAYS

TO THE ORDER OF ASSESSOR-COLLECTOR OF TAXES TX 77704

P.O. BOX 2112

BEAUMONT

MR. Ellen

OMC

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR



TERRY WUENSCHERL
CHIEF DEPUTY

Tax Refund Determination

Taxpayer name: Lowe's
Address: 1000 Lowe's Blvd., Mooresville, NC 28117
Account Number: 049400-000/048851-00100
Amount of Refund: \$23,989.61

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.

Allison Nathan Getz, PCC
Tax Assessor-Collector
Jefferson County

01/18/22
Date

County Auditor employee

1/19/22
Date

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049400-000/048851-00100					73899				M0107202214A		20220107					
					2021 8001 LOWE'S HOME CENTERS INC #115	TL			1	01/07/2022		49011841	AA	23,989.61		
CHECK PAYEE:LOWE'S					LTS 3 & 4 TR 2 BLK 13 RG J PALCO 1					CHECK TOTAL:					23,989.61	
1000 LOWE'S BLVD					AC											
MOORESVILLE NC28117																

FIDO # : 29106538

TOTAL AMOUNT DUE FOR ACCOUNT .00

265424-000/000510-00000					123402				M0107202214A		20220107					
					2021 8001 LOWE'S HOME CENTERS INC #009	TL			1	01/07/2022		49011841	AA	21,543.79		
CHECK PAYEE:LOWE'S					TR 67-1 PL D-24 F BIGNER 18.8566AC					CHECK TOTAL:					21,543.79	
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036550-000/002210-00000					57444				M0112202228A		20220112					
					2021 8001 AGUILAR ANTONIO JR	TL			1	01/12/2022		49137272	PA	2,627.61		
CHECK PAYEE:JANEUX KIMBERLY A					TR 1-A REPLAT OF N160' OF S170' OF					CHECK TOTAL:					2,627.61	
4578 ROOSEVELT AVENUE					1-3 BLK 3 LEE TO GROVES											
GROVES TX77619																

FIDO # : 29366349

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 48,161.01

COUNT OF REFUND CHECKS 3

DUPLICATE TAX RECEIPT

142



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@CO.JEFFERSON.TX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

LOWE'S HOME CENTERS INC #1151
PERSONAL PROPERTY TAX DEPT
1000 LOWE'S BLVD
MOORESVILLE, NC 28117-8520

Legal Description:

LTS 3 & 4 TR 2 BLK 13 RG J PALCO 16.677
AC

Parcel Address: 8383 MEMORIAL BLVD
Legal Acres: 16.6728

Deposit No: M0107202214A
Validation No: 900000061823256
Account No: **049400-000/048851-00100**
Operator Code: DONNAS

Remit Seq No: 49011841
Receipt Date: 12/31/2021
Deposit Date: 01/07/2022
Print Date: 01/13/2022

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2021	Jefferson County	6,700,000	0.363184	24,333.33	0.00	0.00	24,333.33
2021	Port Arthur Isd	6,700,000	1.585782	106,247.39	0.00	0.00	106,247.39
2021	City Of Port Arthur	6,700,000	0.740715	49,627.91	0.00	0.00	49,627.91
2021	Port Of Port Arthur	6,700,000	0.200460	13,430.82	0.00	0.00	13,430.82
2021	Drainage District #7	6,700,000	0.284775	19,079.93	0.00	0.00	19,079.93
2021	Sabine-Neches Nav. Dist.	6,700,000	0.092067	6,168.49	0.00	0.00	6,168.49
2021	Overpay	0	0.000000	0.00	0.00	0.00	23,989.61
				\$218,887.87	\$0.00	\$0.00	\$242,877.48

>---
Check Number(s):
3613588

PAYMENT TYPE:

Checks: \$242,877.48

Exemptions on this property:

Total Applied: \$242,877.48

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
LOWE'S
1000 LOWE'S BLVD
MOORESVILLE, NC 28117

THIS CHECK HAS A TRUE WATERMARK WHICH IS VISIBLE FROM BOTH SIDES. HOLD AGAINST A LIGHT SOURCE TO VERIFY IF ANY SECURITY FEATURES ARE MISSING DO NOT CASH

WACH EXP01 PT

LOWE'S®

66-156
531

REF

CHECK NO. **3613588**

123402
ETC
4
1000 LOWE'S BLVD
MOORESVILLE, NC 28117

WELLS FARGO BANK, N.A.

PAY

DATE

AMOUNT

NINE HUNDRED NINETEEN THOUSAND EIGHT * 12/29/21
HUNDRED THREE AND 75/100 DOLLARS *****

****919,803.75

VOID AFTER 90 DAYS

TO
THE
ORDER
OF

ASSESSOR-COLLECTOR OF TAXES
P.O. BOX 2112
BEAUMONT

TX 77704

MR ELLER
OMC



MP

MP



Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 1st day of February, 2022, on motion made by Everette(Bo)Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

COVERDELL FORENSIC SCIENCES IMPROVEMENT PROGRAM

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Crime Laboratory Improvement Project be operated for the 2023 project year; and

WHEREAS, this grant will not require matching funds; and

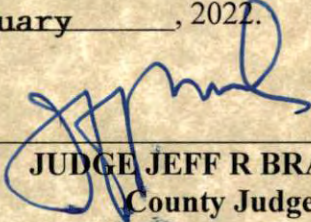
WHEREAS, The Jefferson County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Jefferson County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Jefferson County Commissioner's Court designates the Jefferson County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Crime Laboratory Improvement Project to the Office of the Governor, Criminal Justice Division.


Grant /Application Number 4406101

SIGNED this 1st day of February, 2022.



JUDGE JEFF R BRANICK
County Judge





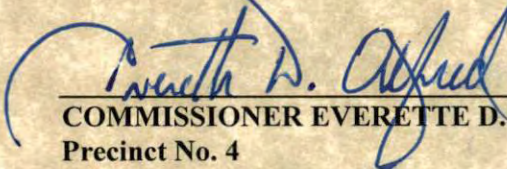
COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARRELL W. BUSH
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

CONTRACT AS INDEPENDENT CONTRACTOR AS PUBLIC HEALTH EDUCATOR
TO PUBLIC HEALTH CLINIC

State of Texas

County of Jefferson

On this 1st day of February, 2022 I, Imelda Tristan, have offered to provide my services to be the Public Educator for the Public Health Clinic for Jefferson County, Texas to fulfill the requirements as per the 2021 COVID-19 Health Disparities Grant and I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County; and
2. I will strictly observe the protocols required by the 2021 COVID-19 Health Disparities Grant, and as provided to me, and overseen by Dr. Ede, the Jefferson County Public Health Authority; and
3. I understand I will collect data in the target communities regarding vaccine availability, meet and speak with individuals and organizations within the target communities regarding vaccine information and creating a healthier lifestyle; compile the information and report to DSHS (Department State Health Services) on a monthly basis; and
4. I agree to accept fourth thousand three hundred (\$4,300) a month starting February 2, 2022, for 21 months or until this contract is terminated or modified; and
5. Jefferson County and I agree that this contract may be terminated upon 30-days written notice by either party; and

Signed this 1st day of February, 2022



Signature

Printed Contractor name: _____

Imelda Tristan

Address: 1895 Glendale Street, Beaumont, TX 77707

Phone: 409-926-1357

Jefferson County



Jeff R. Branick, County Judge

Attest:



County Clerk - LAURIE LEISTER



CONTRACT AS INDEPENDENT CONTRACTOR AS A PUBLIC HEALTH EDUCATOR
TO PUBLIC HEALTH CLINIC

State of Texas

County of Jefferson

On this 1st day of February, 2022 I, Marcus Lambert, have offered to provide my services to be a Public Educator for the Public Health Clinic for Jefferson County, Texas to fulfill the requirements as per the 2021 COVID-19 Health Disparities Grant and I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County; and
2. I will strictly observe the protocols required by the 2021 COVID-19 Health Disparities Grant, and as provided to me, and overseen by Dr. Ede, the Jefferson County Public Health Authority; and
3. I understand I will collect data in the target communities regarding vaccine availability, meet and speak with individuals and organizations within the target communities regarding vaccine information and creating a healthier lifestyle; compile the information and report to DSHS (Department State Health Services) on a monthly basis; and
4. I agree to accept fourth thousand three hundred (\$4,300) a month starting February 2, 2022, for 6 months or until this contract is terminated or modified; and
5. Jefferson County and I agree that this contract may be terminated upon 30-days written notice by either party; and

Signed this 1st day of February, 2022



Signature

Printed Contractor name: _____

Marcus Lambert

Address: 5730 Westlake Drive, Vidor, Texas 77662

Phone: 409-651-9913

Jefferson County



Jeff R. Branick, County Judge

Attest:



County Clerk - LAURIE LEISTER





**Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form**

Entity Name: Jefferson County	Date: 01/19/2022
Agency/Department Name: Jefferson County Sheriff's Office	
Name of Chief Executive Officer: Judge Jeff Branick	
Name of Head of Law Enforcement Agency: Sheriff Zena Stephens	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Jefferson County ("Grantee") and as head of Jefferson County Sheriff's Office ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2023 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2023 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

1001 Pearl Street, Suite 103
Beaumont, TX 77701
(409) 835-8411

Donta Miller
Chief of Law Enforcement
dmiller@co.jefferson.tx.us

John Shaubarger
Chief of Corrections
jshaubarger@co.jefferson.tx.us

Date: January 21, 2022

To: Sheriff Zena Stephens & Jefferson County Commissioner's Court
From: Detective Matt Gardner, Jefferson County Sheriff's Office
Ref: Out of State Travel Request – March 27, 2022 through April 1, 2022

In reference to the "Out of State Travel Policy", I would like to provide answers to the four asked questions:

Q. 1. Is the trip budgeted? If not, how is the trip to be funded?

A. 1. No, the trip was not budgeted as there are no expenses incurred during this training. Per Diem and lodging are provided by the United States Secret Service.

Q. 2. Is the training mandatory, or does the training directly impact the employee's assigned job duties?

A. 2. Yes, the training is essential for my performance as an investigator assigned to investigate crimes involving drone technology.

Q. 3. Does the benefit appear to be worth the cost?

A. 3. There is no cost, and the benefit directly improves my ability to function in my assigned duties.

Q. 4. Is the training available locally or within Texas at a lower rate?

A. 4. No. The National Computer Forensics Institute is located in Hoover, Alabama. It is the only facility of its kind that provides this training at no cost.

Thank you very much,

Detective Matt Gardner
Criminal Investigations Division
Sex Offender Registration and Compliance Unit
Jefferson County Sheriff's Office
1001 Pearl Street, Suite 103
Beaumont, Texas 77701
Office: (409) 835-8419
Fax: (409) 839-2343
Email: mgardner@co.jefferson.tx.us



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Donta Miller
Chief of Law Enforcement
dmiller@co.jefferson.tx.us

John Shauburger
Chief of Corrections
jshauburger@co.jefferson.tx.us

MEMORANDUM

DATE: January 25, 2022

TO: Judge Jeff Branick
Commissioner Vernon Pierce
Commissioner Darrell Bush
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief Donta Miller

RE: Out-of-state travel for training

Consider and possibly approve out-of-state travel for Matt Gardner to Hoover Alabama on March 27, 2022 to April 1, 2022. The purpose of this course is to gain knowledge for digital forensics, and how to focus on investigations and analysis of Unmanned Aerial Vehicles (UAVS). Student will learn proper identification of UAV operation systems, and technical aspects of extraction/analysis of digital evidence obtained from devices. There is not cost to Jefferson County for this course. The course will be paid for by The National Computer Forensic Institute.

Chief Donta Miller
Jefferson County Sheriff Office
Law Enforcement Division

**AGENDA ITEM****February 01, 2022**

Consider, possibly approve, authorize the County Judge to execute, receive and file CEO/Law Enforcement Certifications and Assurances of the Public Safety Office of the Governor.



Office of the Governor

Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: <u>JEFFERSON COUNTY</u>	Date: <u>1/26/2022</u>
Agency/Department Name: <u>JEFFERSON COUNTY SHERIFF'S OFFICE</u>	
Name of Chief Executive Officer: <u>JUDGE JEFF BRANICK</u>	
Name of Head of Law Enforcement Agency: <u>SHERIFF ZENA STEPHENS</u>	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of JEFFERSON COUNTY ("Grantee") and as head of JEFFERSON COUNTY SHERIFF'S OFFICE ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2023 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2023 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency



**DEPARTMENT OF THE AIR FORCE
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE™
1100 SPAATZ STREET
WRIGHT-PATTERSON AIR FORCE BASE OHIO 45433-7102**

10 January 2022

JEFFERSON COUNTY (SDA0415)
MR FRED JACKSON
FIRST ASSISTANT TO COUNTY JUDGE
PO BOX 4025
BEAUMONT TX 77704

Attached is the 2022-2024 loan renewal package for the historical property on loan to your organization from the National Museum of the United States Air Force (NMUSAF).

The loan renewal period has been extended from an annual renewal to a biennial renewal for the next cycle. The loan renewal cycle after this cycle will be for five years - 2024-2029. For all other cycles, it will remain a five year cycle, renewing the 4th and 9th year of each decade. Approvals for this change have been in the works for some time and we are pleased this process has come to fruition. We are thrilled that this will decrease the workload for borrowing organizations.

There is a requirement that the Department of the Air Force must meet that each loan account verify that the property in their care is being used for approved purposes, is being maintained and protected according to the agreement, and that the organization still desires to retain the property yearly. For every non-cycle year this requirement will be met by the annual return of a signed inventory and POC sheet. There will be no requirement for a signed loan agreement, proof of insurance, or photographs on the four non-cycle years.

The loan agreement has been updated to reflect the governing organizational change from the United States Air Force (USAF) to the Department of the Air Force (DAF). This is the only substantive change to the loan agreement.

The 2022-2024 renewal package includes the following:

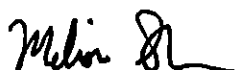
1. Instruction Sheet
2. 2022 Loan Agreement with Attachments 1 and 2.
3. 2022 Inventory
4. Point of Contact Information Sheet
5. Return Checklist

Please make sure you review and follow the instructions provided to you.

The 2022-2024 loan renewal package must be returned no later than **31 March 2022**.

Thank you in advance for your cooperation and we look forward to another successful year in our joint efforts at preserving Department of the Air Force history. If you have any questions or you need additional information, please contact me at NMUSAF.MUC.StaticDisplay@us.af.mil.

Sincerely

A handwritten signature in black ink, appearing to read "Melissa Shaw", with a stylized flourish at the end.

MELISSA SHAW
Community Static Display Program Administrator

Attachments:

1. Instruction Sheet
2. 2022 Loan Agreement w/Attachments
3. 2022 Inventory Report
4. Point of Contact Information Sheet
5. Return Checklist

INSTRUCTIONS FOR COMPLETING THE STATIC DISPLAY LOAN RENEWAL PACKAGE

1. LOAN AGREEMENT: Review, sign and date the Acceptance Statement located on page six of the loan agreement. The Loan Agreement must be signed by the individual authorized to obligate the organization.

NOTE: No changes are authorized to be made to the Loan Agreement. Any changes made will automatically void the Agreement. Return the entire document, excluding Attachments 1&2.

2. INVENTORY REPORT: Complete a physical inspection of each item, verifying the nomenclature against the attached inventory report. Please annotate any discrepancies such as additions (attached munitions), shortages, damage or deterioration. Upon completion of the physical inspection, sign and date the Certification Statement at the bottom of the inventory.

3. POINT OF CONTACT INFORMATION SHEET: Review the Point of Contact Information sheet and make handwritten changes to update the information, **do not retype**. Explanations of several items on the Point of Contact Information Sheet are listed below:

- The Historical Property Custodian: The individual authorized to obligate the organization is the Historical Property Custodian (no exceptions).
- Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: This is the individual that you want to receive any correspondence from the National Museum of the USAF and can answer any questions in reference to the items on loan. This individual may be different from the Historical Property Custodian.
- Email Address: This is the email address for all correspondence. Please consider making this an organizational email address, not one tied to a person's name.

4. PHOTO REQUIREMENT: Provide current digital images saved in JPG format. No videos, movies, PowerPoints, etc will be accepted.

Images must contain:

- General view of the **whole aircraft/missile in its entirety, taken from both left and right sides** to include sufficient detail to show the overall condition. No section or angle shots. Images for all other artifacts will be of sufficient detail to insure positive identification of each object.
- Any damage to the item (e.g. corrosion, insect/animal infestation, paint chipping or fading, broken or cracked canopies or windows). Provide both close up, detailed views and wide angle views (where appropriate).
- Any armaments or munitions attached to items on loan; images should show sufficient detail to ensure positive identification of each object (if applicable).
- If aircraft/missile has been reconfigured, a photograph of the sign is required. See paragraph 13 of the Loan Agreement for sign requirement.

5. INSURANCE: Provide proof of insurance to include name of carrier, limits of liability and period of coverage (copy of binder). For insurance purposes the Government appraised value of the item(s) on loan to your organization is noted on the inventory report in the column labeled "Value".

- For self-insured organizations, proof shall constitute of a written and signed statement attesting to ability to reimburse for full replacement value will be provided. This document must be dated within the loan renewal cycle.

6. RETURN CHECK LIST: Complete return check list.

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
COMMUNITY STATIC DISPLAY LOAN PROGRAM**

2022-2024 LOAN AGREEMENT, SDA0415

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the **JEFFERSON COUNTY** hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of TX and located at **BEAUMONT**, a Loan Agreement hereinafter called "the Agreement" for Department of the Air Force (DAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2022 and ending 31 March 2024. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of DAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses associated with the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation, and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the DAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would

alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Photography or video created by the Borrower for general promotion of the institution's collection online or in organizational materials is permitted. (Note – permission is not granted for fundraising events or anything that could imply endorsement by the DAF or the NMUSAF.) Casual photography or video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain with the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2022.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees to waive any right to contest the FRV in any legal proceeding. The FRV of the Property is as identified in the inventory report or, if not identified in the inventory report, the FRV otherwise identified at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed, or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the

FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to the greatest extent permitted by TX Law to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender and according to terms determined by the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender and according to terms determined by the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

The County is self-insured and this clause was deleted per our prior agreement

JJ

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing current digital images of all Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.3. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. _____, but painted and marked to depict (nomenclature), Serial No. _____, assigned to the (Unit and/or person) in (location or theater) during (year)."

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if, upon inspection, it is determined radioactive items have been installed or reinstalled on the Property while in possession of the Borrower, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return the Property to the NMSDA0415USAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

15.2. **The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property.** Repossession of all or any part of the Property for such cause by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

15.5. The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the NMUSAF, this Tenth Day of January 2022, at Wright-Patterson AFB Ohio.

By:
MELISSA SHAW

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this 1st day of FEBRUARY 2022, at BEAUMONT, TX.

JEFFERSON COUNTY
(Name of Borrower/Organization)

By: [Signature]
(Signature)

JEFF R. BRANICK, COUNTY JUDGE
(Typed or Printed Name & Title)

Address: 1149 PEARL, 4th FLOOR
BEAUMONT, TX 77701

Telephone: 409-835-8466

Email: fjackson@Co.jefferson.tx.us

ATTACHMENT 1**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
LOAN AND STATIC DISPLAY PROGRAMS****INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE
VEHICLES****SECTION A - GENERAL****A. Information:**

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
 - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
 - b. Riveting the door securely to the jamb section.
 - c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).

2. Clean excess oil and grease from exterior components of engines (if applicable).

3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.

4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.

5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

B. Prepare Landing Gear:

1. Clean and preserve strut.

2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

G. Radiation Safety:

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

H. Final Preparation:

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.

3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.

4. Remove all antenna wires that could serve as a bird roost.

5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

6. Flag or cover protruding objects of a hazardous nature.

I. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

ATTACHMENT 2**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
LOAN AND STATIC DISPLAY PROGRAMS****INSTRUCTIONS FOR THE CARE OF ARTIFACTS****A. Information:**

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 67 degrees and 47% relative humidity, with no more than a 5 degree temperature or 5 percent humidity variation. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

D. Conservation: Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper

storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

NATIONAL MUSEUM of the U.S. AIR FORCE
INVENTORY REPORT

170

04-Jan-22

Loan Account Number SDA0415

RCS: HAF-HO(A) 8801

ACCESSION #	NOMENCLATURE	Value
SD-2000-0155	AIRCRAFT, F-4D, 66-8788	\$22,000

I certify that the above listed items shown on Pages 1 through 1 are being used for their approved purpose, are being maintained and protected according to the agreement and attachments, that this organization still desires to retain this property, and with any discrepancies so noted.

Signature:

(Historical Property Custodian)

(Date)

LEAH R. BRANICK

Typed or Printed Name

COONTRY SUTGE

Typed or Printed Title

2022 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0415
CITY/ORGANIZATION NAME	JEFFERSON COUNTY
MAILING ADDRESS	PO BOX 4025
CITY	BEAUMONT
STATE/COUNTRY	TX
ZIP CODE	77704
PHYSICAL LOCATION OF ITEM	Golden Triangle Veterans Memorial Park
HISTORICAL PROPERTY CUSTODIAN:	
FIRST NAME:	JEFF
LAST NAME:	BRANICK
TITLE, HISTORICAL PROPERTY CUSTODIAN	JUDGE, JEFFERSON COUNTY
PRIMARY POINT OF CONTACT	MR FRED JACKSON
TITLE PRIMARY POINT OF CONTACT	FIRST ASSISTANT TO COUNTY JUDGE
PRIMARY PHONE NUMBER	409-835-8466
ALTERNATE PHONE NUMBER	
PRIMARY FAX NUMBER	409-839-2311
EMAIL ADDRESS	FJACKSON@CO.JEFFERSON.TX.US

STATIC DISPLAY LOAN RENEWAL PACKAGE

RETURN CHECKLIST

- ☒ Signed/dated Loan Agreement. Return entire document excluding Attachment 1&2.
-Loan Agreement must be signed by an individual authorized to obligate the organization/municipality/county.
- ☒ Signed/dated Inventory Report.
- ☒ Updated Point of Contact Information Sheet.
-Do not retype this sheet.
- ☒ Digital images of each item on loan.
-Images will show the entire item (left and right side). Additional photographs should be detailed enough to show the condition of the airframe.
-DO NOT send movies, PowerPoints, etc. . .
-Ensure the photos have been saved to the CD or other storage device.
- ☒ Proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).
-For self-insured organizations, proof shall constitute a signed and dated statement, on official letterhead, attesting to the ability to reimburse for full replacement value.

N/A

The loan renewals package may be emailed to NMUSAF.MUC.StaticDisplay@us.af.mil. Send the documentation in one email and the photographs in a separate email each under 20MB. The photographs must be attached to an email as .jpgs.

Or it may be returned through the mail to the following address:

NATIONAL MUSEUM OF THE USAF/MUC
ATTN: MELISSA SHAW
1100 SPAATZ ST
WRIGHT-PATTERSON AFB OH 45433

SUSPENSE DATE 31 MARCH 2022

Special, February 01, 2022

There being no further business to come before the Court at this time,
same is now here adjourned on this date, February 01, 2022