

*Notice of Meeting and Agenda and Minutes*  
*February 22, 2022*

**SPECIAL, 2/22/2022 10:30:00 AM**

BE IT REMEMBERED that on February 22, 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

Honorable Laurie Leister, County Clerk

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

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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 22, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **22nd 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:

8:30 a.m.-Announcement of an executive (closed) session Pursuant to Section 551.076, Texas Government Code to consider information regarding Security measures.

9:45 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

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](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 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.

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**INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four**

**PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One**

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**PURCHASING:**

1. Consider, approve and execute, Interlocal Agreement authorized under Texas Government Code § 791 st seq as amended between The Interlocal Purchasing System (TIPS) Program and Jefferson County. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other eligible Local Government Entity as defined in the Texas Government Code § 791.003.

**SEE ATTACHMENTS ON PAGES 11 - 13**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

2. Consider and approve CS1000 Phone System Upgrade to Enterprise Systems Corporation in the amount of \$ 518,024.19. This is in accordance with TIPS Interlocal Purchasing System Networking Equipment, Software, and Services Contract 21050301.

**Motion by: Commissioner Sinegal**

**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 a contract for Courthouse Cabling project with Maverick Communications in the amount of \$ 218,653.71. This in accordance with Region V Telecommunications Equipment, Supplies and/or Services Contract 20210204.

**SEE ATTACHMENTS ON PAGES 14 - 17**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

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4. Consider and approve, execute, receive and file a Tyler Technologies Odyssey Order Form to include transaction fees for access to the Defendant Access Application. The convenience fee is 2.95% per transaction charged to the customer. Original SaaS Fee Software Agreement approved on October 5, 2021. This is in accordance with the Sourcewell Contract ID#110515-TTI.

**SEE ATTACHMENTS ON PAGES 18 - 20**

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

5. Consider and approve, execute, receive and file a professional services agreement (PROF 22-012/DC) with Collins Engineers Inc for Engineering Services for Emergency Repairs to the Bulkhead at Umphrey Park, Port Arthur, Texas for a lump sum of \$4,450.00. Funding available through budgeted Capital Project Cap177.

**SEE ATTACHMENTS ON PAGES 21 - 24**

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

**COUNTY AUDITOR:**

6. Consider and approve budget transfer – GIS – purchase of conference room chairs.

115-0515-431-3084	MINOR EQUIPMENT	\$1,000.00	
115-0515-431-5062	TRAVEL EXPENSE		\$1,000.00

**SEE ATTACHMENTS ON PAGES 25 - 25**

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

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7. Consider, possibly approve, authorize the County Auditor to execute, receive and file the Non-Federal Sponsor's Self-Certification of Financial Capability for Agreements between Jefferson County and the Department of the Army for the Jefferson County Ecosystem Restoration Project. (This is to replace the previously executed certificate as required by Department of the Army.)

**SEE ATTACHMENTS ON PAGES 26 - 26**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

8. Consider and approve budget amendment – Nurse Practitioner – provide a supplemental pay of \$500 a month for COVID testing oversite and other health matters to the Nurse Practitioner position.

120-5076-441-1089	HEALTH SUPPLEMENT	\$3,750.00	
120-5076-441-2001	F.I.C.A. EXPENSE	\$287.00	
120-5076-441-2002	EMPLOYEES' RETIREMENT	\$760.00	
120-1016-415-1002	ASSISTANTS & CLERKS		\$4,797.00

**Action: TABLED**

9. Consider and approve budget amendment – MIS – additional cyber security measures.

120-1025-415-5077	CONTRACTUAL SERVICE	\$12,835.00	
120-1025-415-6053	COMPUTER SOFTWARE	\$17,085.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$29,920.00

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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10. Consider and approve using available capital funds (115-0515-431-6002) to purchase new laptop for GIS department in the amount of \$1,247.

**SEE ATTACHMENTS ON PAGES 27 - 27**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

11. Consider and approve amending the budget for Fund 876 – Sheriff – Spindletop Grant to purchase 2 replacement vehicles. Revenue would increase by \$99,359 and capital line item (876-3045-421-6007) would increase \$99,359.

**SEE ATTACHMENTS ON PAGES 28 - 28**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

12. Consider and approve amending the budget for Fund 876 – Sheriff – Spindletop Grant to increase capital line item (876-3038-421-6007) by \$41,500 using available funds to replace wrecked vehicle.

**SEE ATTACHMENTS ON PAGES 29 - 29**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

13. Regular County Bills – check #492339 through check #492595.

**SEE ATTACHMENTS ON PAGES 30 - 38**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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**COUNTY COMMISSIONERS:**

14. Consider, possibly approve, authorize the County Judge to execute, receive and file Certificate of Authority between Jefferson County and the Department of the Army for the Jefferson County Ecosystem Restoration Project. (This is to replace the previously executed certificate as required by Department of the Army.)

**SEE ATTACHMENTS ON PAGES 39 & 87**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

15. Consider and possibly approve and receive a donation of culvert valued at \$10,334.35 from Diamond D for use to alleviate flooding issues on the main boulevard of Diamond D Estates Pursuant to Section 81.032 of the Texas Local Government Code.

**Motion by: Commissioner Pierce**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

16. Consider and possible approve, execute, receive and file the appointment of Davilyn Walston to fulfill the unexpired term of Randy Walston on the Board of Jefferson County Emergency Services District # 4 (J.C.E.S.D. # 4). Appointment by Commissioner Vernon Pierce.

**Motion by: Commissioner Pierce**

**Second by: Commissioner Alfred**

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

**Action: APPROVED - SEE ATTACHMENTS ON PAGES 88 - 89**

17. Consider and possibly approve action regarding the contract for sale of Ford Park.

**Motion by: Commissioner Bush**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**Clerk's Note: Commissioner Bush moved to cancel the contract with the prospective purchaser unless an additional \$560,000 of earnest money is given to Jefferson County by March 4, 2022 and closing is by March 22, 2022, failure to meet either of these requirements will result in cancelation of the contract and forfeiture of all earnest money (\$1,000,000.00).**

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**CRIME LAB:**

18. Consider and approve amended location for out of state travel previously approved in budget. New location is Atlanta, GA instead of Miami, FL. The Association of Firearm and Tool Mark Examiners (AFTE) annual training seminar; May 28th – June 3rd.

**SEE ATTACHMENTS ON PAGES 40 - 40**

**Motion by: Commissioner Bush**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**ENGINEERING:**

19. Consider and possibly approve a Plat of Thewman Acres, 18.85 (called 18.848) acres of land, Part of the T.& N.O.R.R. Co. Survey Section No. 137, Abstract No. 332, Jefferson County. This plat is located off of Wise Road in Precinct #3, and is not within any ETJ (extra-territorial jurisdiction). Jefferson County platting requirements have been met.

**SEE ATTACHMENTS ON PAGES 41 - 41**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

20. Consider and possibly approve the Final Plat of Interstate 10 Industrial Park, out of and a part of a portion of Lots 4 and 5 Industrial Sites –Section 1 of Industrial City –Beaumont, Texas Vol. 10, Pg. 118 Map Records and out of and part of remainder of 177.09 acres, CF No. 2019005003 O.P.R.J.C., L.J. Kopke Survey Abstract No. 569, H.T. & B.R.R Survey, Section No. 15, Abstract No. 145, Jefferson County, Texas. It is located off of Industrial Road in Precinct #4. This plat is within the City of Beaumont ETJ and has met with city approval as well as that of the Engineering Department.

**SEE ATTACHMENTS ON PAGES 42 - 44**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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**SHERIFF'S DEPARTMENT:**

21. Receive and file U.S. Department of Justice, United States Marshal Service modification no. 18 and 19 to the current inter-governmental agreement 78-01-0077.

**SEE ATTACHMENTS ON PAGES 45 - 58**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

22. Consider and possibly approve U.S. Department of Justice, United States Marshal Service modification no. 21 to the current inter-governmental agreement 78-01-0077. The purpose of this modification is to revise by adding new descriptive language.

**SEE ATTACHMENTS ON PAGES 59 - 86**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**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.**

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**Jeff R. Branick  
County Judge**

**AN INTERLOCAL AGREEMENT Between**  
**Region 8 Education Service Center and a**  
**TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT**  
**(School, College, University, State, City, County, or Other Political Subdivision)**

Jefferson County  
 TEXAS PUBLIC ENTITY NAME

Control Number (TIPS will Assign)  
 Schools enter County-District Number

Region 8 Education Service Center  
 Pittsburg, Texas

225 - 950  
 County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective February 22, 2022 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Roles of the TIPS Purchasing Cooperative:**

- ✓ Provide for the organizational structure of the program.
- ✓ Provide staff for efficient operation of the program.
- ✓ Promote marketing of the TIPS Program.
- ✓ Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- ✓ Provide members with procedures for placing orders through TIPS PO System.
- ✓ Maintain filing system for Due Diligence Documentation.
- ✓ Collect fees from vendors to support the costs of operations of TIPS.

**Role of the Public Entity:**

- ✓ Commit to participate in the program by an authorized signature on membership forms.
- ✓ Designate a Primary Contact and Secondary Contact for entity.

- ✓ Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- ✓ Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).
- ✓ Accept shipments of products ordered from Awarded Vendors.
- ✓ Process Payments to Awarded Vendors in a timely manner.

### **General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

### **Authorization:**

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered

into an Agreement to provide cooperative purchasing opportunities to public agencies. This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Member Entity:**

Jefferson County  
**Entity or District Name** \_\_\_\_\_  
 By: \_\_\_\_\_   
 Authorized Signature  
 Print Name: Jeff Branick  
 Title: County Judge  
 February 22, 2022  
 Date \_\_\_\_\_

**Purchasing Cooperative Lead Agency:**

**Region 8 Education Service Center**

By: \_\_\_\_\_  
 Authorized Signature

Dr. David Fitts  
 Title: Executive Director Region 8 ESC

**Public Entity Contact Information**

Deborah Clark  
 Primary Purchasing Person Name  
 1149 Pearl Street  
 Street Address  
 Beaumont Texas 77701  
 City, State Zip  
 409-835-8593  
 Telephone Number

409-835-8456  
 Fax Number  
dclark@co.jefferson.tx.us  
 Primary Person Email Address  
 Secondary Person Name  
 Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to [tips@tips-usa.com](mailto:tips@tips-usa.com).



This agreement made this 15 day of February, 2022, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and Maverick Communications, Inc. his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

**WHEREAS**, the County desires to enter into a contract for Network Cabling Upgrade as shown and described in the Contract Documents (Estimate# 13353, dated 1/17/2022) included herein, and

**WHEREAS**, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the price listed herein and the provisions of the herein included in the Contract Documents, and special provisions now

**WITNESSETH**: That for and in consideration of the pricing listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for project completion as shown and described in the Contract Document (Estimate# 13353, dated 1/17/2022) which are a part of this contract.

**CONTRACTOR'S REPRESENTATIONS:**

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (Estimate# 13353, dated 1/17/2022) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **LIQUIDATED DAMAGES:**

Contractor and Jefferson County recognize that time is of the essence of this Agreement and that Jefferson County will suffer financial loss if the Work is not completed within the times specified in the bid specifications (Estimate# 13353, dated 1/17/2022) and this above, plus any extensions thereof allowed in accordance with bid specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Jefferson County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Jefferson County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Jefferson County **\$100.00** for each day that expires after the time specified in Notice to Proceed. However, if the Contractor is unable to complete the work within the times specified in the bid specifications (Estimate #13353, dated 1/17/2022) because of reasons not caused by the Contractor (i.e., delays gaining access to individual Courtrooms) the Contractor will not be deemed to have breached this Contract and the time for the Contractor to complete will be extended by the amount of time reasonably necessary at a schedule reasonable to both Parties.

**CONTRACT PRICE:**

Jefferson County shall pay Contractor on a progressive partial billing schedule every 30 days on an amount based on the percentage of the total project completed to date with the final sum amount coming to **\$ 218,653.71** for completion of the Work in accordance with Contract Documents including special provisions for Project: Network Cabling Upgrade

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

**CONTRACT TIMES:**

**Time for completion of this contract shall be calculated beginning 5 business days after the effective date given in the Notice to Proceed has been given.**

**The work to be constructed under this contract shall be completed in 72 working days.**

The County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective Contract price set forth herein, subject to adjustment as herein provided. The following items of work and respective pricing are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

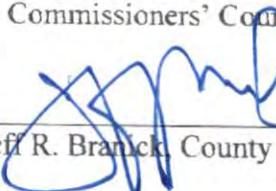
It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

**COUNTY OF JEFFERSON**

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioners' Court of Jefferson County:

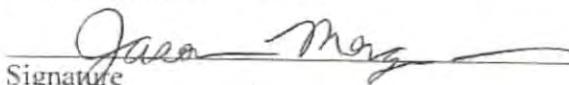
By: 

Jeff R. Branick, County Judge

**CONTRACTOR**

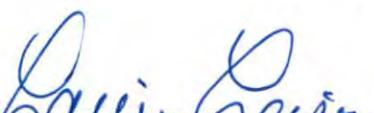
Party of the Second Part

By: Jason Morgan VP/Project manager  
Printed Name & Title

  
Signature

Maverick Communications, Inc.  
Firm/Company Name

ATTEST:

  
Laurie Leister, County Clerk

DATE: 2-22-22





## Order Form

### Jefferson County, TX

The following Investment Summary details the software and products to be delivered by us to you under the Agreement by which you acquired rights to use Tyler's Odyssey software. This Investment Summary is effective as of the date of your signature.

The Transaction fees for access to the Defendant Access application shall be the amount referenced in the table below for each new applicable case filed. The defendant shall pay the fees outlined below.

Your use of Tyler Payments/ePayments is subject to the terms found at <https://www.tylertech.com/terms/payment-card-processing-agreement>. Your use of IVR is subject to the terms found at <https://www.tylertech.com/terms/twilio-terms-of-use>.

By signing this order, you agree you have read, understand, and agree to such terms.

In the event any terms found or linked above conflict with terms in the Agreement, the terms in or linked from this order shall control.

All services quoted herein are assumed to be delivered remote unless otherwise indicated.

<b>Included Software</b>		
<b>Tyler Software</b>	<b>Transaction Price</b>	
Defendant Access		
Criminal & Traffic Payments	\$3.50	
Over the counter and/or Odyssey Portal - Document Purchase	\$0	
<b>Optional Software</b>		
<b>Tyler Software</b>	<b>Transaction Price</b>	
Defendant Access		
Traffic Options	\$3.50	
Online Case Review/Online Plea Agreement	\$10.00	
<b>Credit Card Processing Fees</b>		
<b>Defendant Access/ Odyssey Portal/Over the Counter</b>		
A convenience fee of 2.95% will be assessed to consumers for each electronic payment transaction that flows through the Odyssey system when using a credit or debit card. A minimum convenience fee of \$1.00 per transaction will be charged.		
<b>All Payments</b>		
Visa, MasterCard, and Discover will be accepted. American Express will be accepted at the discretion of Jefferson County, Texas.		
Chargebacks, chargeback fees, and returns shall be withdrawn from the daily deposit to the Merchant Bank Account. For American Express, chargebacks will be withdrawn from Tyler's account invoiced to Jefferson County, Texas.		
A convenience fee of \$1.00 will be assessed to consumers for each electronic check payment transaction processed.		
<b>Hardware Services</b>		
Configuration of Devices (35 devices)	Configuration Per unit (+ shipping) \$60.00	Configuration Total (+ shipping) \$2,100

Client Signature: Client Name & Title: Jeff Branick - County JudgeDate: 02/22/2022

ATTEST

DATE 2-22-22


## **Schedule 1: Professional Services**

The following components are included in the implementation of the Defendant Access application. Any deviation from these standards will require custom work requiring additional consulting, development, and implementation hours.

### **Tyler will provide the following services during implementation:**

1. Conduct a business process review to understand configuration options for the system.
2. Configure online payment options and rules, including defendant access configuration and Odyssey payment configuration.
3. Partner with the client to add client branding and text to their environment.
4. Configure IVR for Phone Payments, obtain the phone number and implement standard flow.
5. Configure payment reminder text messaging and provide configuration and user guides.
6. Train county users to use the system.
7. Support client through initial go-live, adjusting configuration settings as needed.

### **Tyler will not modify any of the following during implementation:**

1. Add or edit any backend processes in Odyssey (i.e., case closure processes, workflows, etc.).
2. Add or edit an existing Odyssey configuration (i.e., offense codes, fee codes, fee schedules, accounts, etc.).
3. Create a custom IVR flow for defendant phone payments.



January 21, 2022

Michelle Falgout, CFM, P.E.  
County Engineer  
Jefferson County Texas  
1149 Pearl Street, 5<sup>th</sup> Floor  
Beaumont, TX 77701

**RE: Proposal for Professional Engineering Services for  
Repairs to the Bulkhead at Umphrey Park  
Port Arthur, Texas**

Dear Mrs. Falgout,

Collins Engineers, Inc. (Collins) is pleased to provide our proposal for professional engineering services related to providing Jefferson County marine engineer guidance on repairs to its Umphrey Park bulkhead.

On January 13<sup>th</sup>, Collins attended a site walk at Umphrey Park with personnel from the Jefferson County Engineer's Office. The item in concern was the park's approximately 2,500 linear foot bulkhead. The bulkhead is constructed of vinyl sheet piles, supported by timber piles and wales, tied-back to a concrete deadman with steel cables. Several areas along the bulkhead exhibit significant fill settlement and/or loss, failure of tie-back cables, sever corrosion of steel hardware, and cracking/breaking of the sheet piling. The concrete boardwalk is also damaged in areas of settlement/fill loss.

This proposal includes professional engineering services, to review the County's plan on performing remediation and repair of the bulkhead, and provide repair recommendations and consulting services during construction.

#### **I. SCOPE OF SERVICES:**

***Review of Project Construction Drawings and Proposed Repair Drawings*** – Collins will review the available information on the park bulkhead, including construction documents, repair documents, photographs, and available reports. Reviewed sets of drawings will include "Mesquite Point – Walter Umphrey Park" by Pacific International Engineering dated March 3<sup>rd</sup>, 2021 and "Plans of Proposed Mesquite Point Sidewalk and Bulkhead Repair" by Jefferson County Engineering Department.

Collins will prepare a letter report providing commentary on the repairs proposed in the county's drawings. The report at a minimum will included an executive summary, Collins professional opinion of the appropriateness of the proposed repairs, general recommendations on possible modifications to repair details, and general commentary on constructability and construction procedure. The letter report will be stamped and signed by a professional engineer licensed in the state of Texas.

Mrs. Michelle Falgout, P.E.

January 21, 2022

Page 2

This proposal does not include detailed design of repairs, review of the original design calculations, or peer review of the original construction of the waterfront.

***Material Take-Off and Opinion of Probable Cost*** – Collins will tabulate and quantify the repair materials based on the repair locations identified by Jefferson County. Materials will include but are not limited to timber piling, timber wales, vinyl sheet piling, concrete boardwalk, and fill material. Utilizing this list, Collins will assemble an opinion of probably cost for the designated repairs. The opinion of probably cost will be based on prior project cost, Collins' experience, current material prices, and can be considered a plus or minus 30% estimate. Please note, due to current procurement and supply chain issues, pricing is volatile and can change drastically from day to day.

***Review of Contractor Proposal and Recommendation of Award of Contract.*** Collins will review proposal(s) submitted to Jefferson County by contractor(s) and provide commentary as well as a recommendation of award to Jefferson County.

***Attend Jefferson County Commissioners' Court meeting(s)*** – Collins personnel will attend Jefferson County Commissioners' Court meeting to discuss project and provide answers to Commissioners' questions as needed.

## **II. PROFESSIONAL FEES AND SCHEDULE:**

The above-described services will be provided on a lump-sum basis for a total amount of ***four thousand four hundred fifty dollars (\$4,450.00)***.

Additional services beyond this scope will be performed for on a time and material basis per our 2022 fee plan (attached) with any additional reimbursable expenses not listed as part of the scope, such as travel, lodging, meals, printing, and shipping invoiced at direct cost.

Collins proposes to perform the above referenced services in accordance with a reasonable schedule that meets the Owner's needs. Collins understands this project is time sensitive and as such anticipates mobilizing within a week of notice to proceed, with a draft report anticipated to be submitted within one week of completion of inspection. Delays caused by weather or staffing issues such as illness (including COVID related) may alter the project schedule.

## **III. ASSUMPTIONS AND CONDITIONS:**

Our estimated fee is based on the following set of assumptions and conditions. Deviations from these may result in additional fees.

- a. The terms and conditions set forth herein are valid for 90 days from the date of this proposal and are conditioned upon our completion of all services by March 31, 2022.
- b. This proposal does not include a site-investigation or condition assessment of facility. This scope includes only review of available information provided by client.
- c. This proposal does not include construction support services beyond what is explicitly listed above. Construction Management or Construction Inspection can be provided as needed on a time and material basis upon request. For budgetary purposes, the burdened rate for an 8-hour inspection day by an engineer experienced in marine construction will cost approximately \$750.00.


**SITE LOCATION PLAN**

Collins appreciates, and looks forward to, the opportunity to work with Jefferson County on this project. If you have any questions or comments regarding this proposal, please feel free to call me directly at 347-385-8690 (cell).

Sincerely,

**COLLINS ENGINEERS, INC.**

Michael Schneider, P.E.  
Regional Manager

Attachment: 2022 Table of Rates

Cc: Tanner Harmon – Collins

**JEFFERSON COUNTY, TEXAS**

**Jeff Branick, County Judge**



ATTEST  
DATE 2-22-22

# COLLINS ENGINEERS<sup>INC</sup>

## Engineering Services Table of Rates

(Effective 01/01/2022)

<u>Classification</u>	<u>Rate / Hour</u>	Overtime <u>Rate / Hour</u>
Principal Engineer (E8)	\$342.00	\$342.00
Principal Engineer (E7)	\$320.00	\$320.00
Senior Engineer (E6)	\$268.00	\$268.00
Senior Engineer (E5)	\$235.00	\$235.00
Engineer (E4)	\$193.00	\$193.00
Engineer (E3)	\$168.00	\$168.00
Junior Engineer (E2)	\$144.00	\$144.00
Junior Engineer (E1)	\$116.00	\$116.00
Senior Engineering Technician, Designer (T3)	\$149.00	\$186.25
Senior CAD Technician (D3)	\$137.00	\$171.25
Technician (T2)	\$105.00	\$131.25
CAD Technician (D2)	\$108.00	\$135.00
Junior Technician (T1)	\$69.00	\$86.25
Junior CAD Technician (D1)	\$80.00	\$100.00
Project Administrator	\$125.00	\$125.00
Project Planner	\$137.00	\$171.25
Clerical (C2)	\$89.00	\$111.25
Clerical (C1)	\$74.00	\$92.50

<u>Underwater Investigation</u>	<u>Rate / Day</u>	Overtime <u>Rate / Day</u>
Diver - All Classifications (Additional Labor Cost Per Day at diving site in diving or standby capacity.)	\$150.00	\$150.00

<u>Rope Access Investigation</u>	<u>Rate / Day</u>	<u>Rate / Day</u>
Rope Access Technician - All Classifications (Additional Labor Cost Per Day at site where Rope Access Techniques are used.)	\$150.00	\$150.00

### Expenses will be billed as follows:

Travel, Lodging, and Subsistence	Actual Cost
Printing and Reproduction	Actual Cost
Long Distance Telephone and Shipping	Actual Cost
Equipment Rental	Actual Cost
Expendable Supplies	Actual Cost
Individual Diving Equipment	\$40.00 per day
15-19 ft. Boat, Motor, and Trailer	\$110.00 per day
20-21 ft. Boat, Motor, and Trailer	\$150.00 per day
22-25 ft. Boat, Motor, and Trailer	\$190.00 per day
Mileage:      Automobile	\$0.585 per mile plus tolls

### Testimony and Preparation for Testimony before Courts, Commissions, etc.

Officer-Principal Engineer	At Above Standard Rates
All Other Classifications	

Payment is due within thirty days after submission of invoices.

### GIS Department Budget Amendment

Consider and approve purchase of new laptop using the Capital Outlay Computer Equipment (115-0515-431.60-02) for a total of \$1247.

Consider and approve budget amendment -GIS Department- transfer funds from Travel Expense (training cancelations due to COVID) to Minor Equipment for purchase of conference room chairs.

115-0515-431.30-84	Minor Equipment	\$1,000	
115-0515-431.50-62	Travel Expense		\$1,000

**NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR AGREEMENTS**

I, \_\_\_\_\_, do hereby certify that we are the Manager/Chief Financial Officer of the Jefferson County, Texas (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Jefferson County Ecosystem Restoration Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor' obligations under the Design Agreement, Between the Department of the Army and the Jefferson County, Texas for the Jefferson County Ecosystem Restoration Project.

IN WITNESS WHEREOF, we have made and executed this certification this \_\_\_\_\_ day of February 2022.

FOR THE JEFFERSON COUNTY:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### GIS Department Budget Amendment

Consider and approve purchase of new laptop using the Capital Outlay Computer Equipment (115-0515-431.60-02) for a total of \$1247.

Consider and approve budget amendment -GIS Department- transfer funds from Travel Expense (training cancelations due to COVID) to Minor Equipment for purchase of conference room chairs.

115-0515-431.30-84	Minor Equipment	\$1,000	
115-0515-431.50-62	Travel Expense		\$1,000



February 9, 2022

The Honorable Jeff Branick  
 Jefferson County Judge  
 1149 Pearl St.  
 Beaumont, TX 77701

*Mailing Address:*  
 PO BOX 3846  
 BEAUMONT, TX  
 77704-3846

*Physical Address:*  
 655 S. 8th STREET  
 BEAUMONT, TX 77701

*Tel* (409) 784-5400  
*Fax* (409) 833-8041  
[www.Spindletopcenter.org](http://www.Spindletopcenter.org)

RE: Interlocal Cooperation Contract – Mental Health Liaison Program

Dear Judge Branick:

Spindletop Center has received permission from Health and Human Services (HHS) to expend up to \$99,359 for the purchase of two (2) Jefferson County Mental Health Deputy vehicles.

The HHS funding from an expense reimbursement program. Therefore, Jefferson County will need to purchase the two (2) vehicles along with any associated modifications or equipment and provide Spindletop Center documentation as proof of the purchase. This letter serves as Spindletop Center's commitment to reimburse the County for these expenses up to, but not to exceed, \$99,359.

Reimbursement will be Due Payable Upon Receipt of the proof of purchase.

We are asking the County to consider a revision to the budget to allow for the revenue and expenses associated with the purchase of these two (2) new vehicles. This should result in a budget-neutral revision.

I am available to answer any questions that may arise at (409) 784-5668 and by e-mail at [denise.leblanc@stctr.org](mailto:denise.leblanc@stctr.org).

Thank you for your consideration.

Sincerely,

Denise LeBlanc  
 Chief Financial Officer

cc: Fran Lee, CPA, First Assistant County Auditor, Jefferson County, Texas  
 1149 Pearl Street, 7<sup>th</sup> Floor, Beaumont, TX 77701

*Hearing impaired, call  
 1-800-735-2989 (TDD)  
 1-800-735-2988 (VOICE)*

*Equal Employment Opportunity  
 Affirmative Action Employer*



## 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 Shaubenger  
Chief of Corrections  
jshaubenger@co.jefferson.tx.us

## MEMORANDUM

DATE: February 14, 2022

TO: Fran Lee

FROM: Chief Donta Miller

RE: BUDGET ACCOUNT AMMENDMENT

Please amend the budget of Fund 876 in order to replace a vehicle that was involved in an accident using available funds. The amount needed for this vehicle is \$41,500 (cost of vehicle plus equipment needed).

Sincerely,

A handwritten signature in black ink, appearing to read "Donta Miller".

Chief Donta Miller

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CHAPMAN VENDING	156.30	492586	156.30**
ROAD & BRIDGE PCT.#1			
ENTERGY PT HYDRAULICS, LLC	1,031.01 1,664.64	492394 492592	2,695.65**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE CITY OF NEDERLAND MID-COUNTY ALTERNATOR MUNRO'S RITTER @ HOME SANITARY SUPPLY, INC. SHERWIN-WILLIAMS S.E. TEXAS BUILDING SERVICE TRI-CITY FASTENER & SUPPLY W. JEFFERSON COUNTY M.W.D. BUMPER TO BUMPER CENTERPOINT ENERGY RESOURCES CORP NEW WAVE WELDING TECHNOLOGY ATTABOY TERMITE & PEST CONTROL PRO CHEM INC TRANSIT & LEVEL CLINIC LLC GULF COAST BARRICADES UNLIMITED	7,043.63 31.90 145.00 40.00 138.91 464.70 158.02 346.66 57.00 27.67 213.11 330.15 7.75 40.17 240.90 12.95 1,557.38 49,999.99	492365 492376 492406 492409 492418 492420 492425 492428 492438 492440 492492 492493 492501 492507 492528 492547 492575 492587	60,855.89**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE MUNRO'S RITTER @ HOME TRI-CITY FASTENER & SUPPLY SOUTHERN TIRE MART, LLC TEXAS GAS SERVICE CENTERPOINT ENERGY RESOURCES CORP ASCO SHOPPA'S FARM SUPPLY	2,365.71 33.15 86.30 66.00 199.90 305.41 41.82 326.92 7,482.14	492365 492409 492418 492438 492443 492485 492493 492533 492542	10,907.35**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC. BEAUMONT TRACTOR COMPANY COASTAL WELDING SUPPLY M&D SUPPLY MUNRO'S SMART'S TRUCK & TRAILER, INC. AT&T UNITED STATES POSTAL SERVICE TRANSIT & LEVEL CLINIC LLC O'REILLY AUTO PARTS	11.09 442.01 74.40 6.89 97.72 27.50 82.42 5.08 114.99 216.27	492361 492369 492377 492403 492409 492426 492432 492475 492547 492562	1,078.37**
ENGINEERING FUND			
VERIZON WIRELESS	200.95	492470	200.95**
PARKS & RECREATION			
ENTERGY PARKER LUMBER NORTHERN TOOL AND EQUIPMENT	1,270.02 48.60 563.56	492394 492514 492522	1,882.18**
GENERAL FUND			
MCGRIFF, SEIBELS & WILLIAMS OF TX TAX OFFICE	575,920.06	492484 575,920.06*	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT UNITED STATES POSTAL SERVICE SHI GOVERNMENT SOLUTIONS, INC.	731.96 2,766.18 120.33	492413 492475 492478	3,618.47*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC. SOCIETY FOR HUMAN RESOURCE PRE CHECK, INC. UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT SOUTHEAST TEXAS OCCUPATIONAL MEDICI	415.00 219.00 70.75 2.97 36.44 419.00	492407 492427 492452 492475 492476 492548	1,163.16*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	5.43	492475	5.43*
COUNTY CLERK			
OFFICE DEPOT UNITED STATES POSTAL SERVICE SHI GOVERNMENT SOLUTIONS, INC. RICOH USA INC	5.99 192.45 290.60 225.12	492413 492475 492478 492531	714.16*
COUNTY JUDGE			
OFFICE DEPOT KEVIN PAULA SEKALY PC CHARLES ROJAS UNITED STATES POSTAL SERVICE HARVEY L WARREN III MOORE LANDREY LLP DUNHAM HALLMARK PLLC JAMES M BLACK	315.05 500.00 500.00 .46 500.00 500.00 500.00 500.00	492413 492421 492450 492475 492511 492515 492519 492563	3,315.51*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	19.03	492475	19.03*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	78.49	492475	78.49*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE LINDENMEYR MUNROE	764.29 327.04	492500 492583	1,091.33*
PURCHASING DEPARTMENT			
FED EX UNITED STATES POSTAL SERVICE	103.47 41.47	492386 492475	144.94*
GENERAL SERVICES			
ADVANCED STAFFING MCGRIFF, SEIBELS & WILLIAMS OF TX LJA ENGINEERING INC TEX-21	78.00 1,151,840.13 1,249.50 20,000.00	492444 492484 492525 492594	1,173,167.63*
DATA PROCESSING			
OFFICE DEPOT CDW COMPUTER CENTERS, INC. SKYHELM LLC SHELDON JENKINS	71.16 87.05 5,620.00 233.52	492413 492446 492559 492581	6,011.73*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	1,704.12	492475	1,704.12*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
HART INTER CIVIC OFFICE DEPOT UNITED STATES POSTAL SERVICE LANGUAGE USA INC	100.48 361.73 225.25 480.00	492396 492413 492475 492546	1,167.46*
DISTRICT ATTORNEY			
PAUL ARVIZO BRANDON CROWDER JEFFERSON CTY. BAR ASSOCIATION UNITED STATES POSTAL SERVICE TRANSUNION RISK AND ALTERNATIVE LAUREN KEMP	805.65 667.55 125.00 220.11 161.00 1,195.38	492362 492381 492398 492475 492543 492557	3,174.69*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING OFFICE DEPOT UNITED STATES POSTAL SERVICE	27.50 415.05 246.50	492402 492413 492475	689.05*
CRIMINAL DISTRICT COURT			
OFFICE DEPOT UNITED STATES POSTAL SERVICE KIMBERLY R. BROUSSARD	77.92 .53 140.65	492413 492475 492503	219.10*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	34.95	492430	34.95*
60TH DISTRICT COURT			
OFFICE DEPOT	135.69	492413	135.69*
136TH DISTRICT COURT			
THOMSON REUTERS-WEST	48.54	492535	48.54*
252ND DISTRICT COURT			
TODD W LEBLANC THOMAS J. BURBANK PC UNITED STATES POSTAL SERVICE JUDGE RAQUEL WEST LAURIE PEROZZO RYAN GERTZ MATUSKA LAW FIRM	900.00 757.50 .92 117.01 1,700.00 12,852.18 9,512.50	492363 492372 492475 492482 492508 492510 492539	25,840.11*
279TH DISTRICT COURT			
NATHAN REYNOLDS, JR. SOUTHEAST TEXAS WATER GERMER PLLC UNITED STATES POSTAL SERVICE DONEANE E. BECKCOM LANGSTON ADAMS JOEL WEBB VAZQUEZ ANGELA L MORMAN RONALD PLESSALA JONATHAN L. STOVALL REALTIME REPORTING SERVICES INC. ALICIA K HALL PLLC THE SCHLETT LAW FIRM, PLLC	330.00 26.45 176.00 11.13 110.00 325.00 220.00 465.00 1,050.00 110.00 165.30 110.00 803.00	492417 492431 492447 492475 492479 492483 492491 492496 492502 492516 492517 492582 492585	3,901.88*
317TH DISTRICT COURT			
OFFICE DEPOT DONEANE E. BECKCOM JOEL WEBB VAZQUEZ	41.94 650.00 1,275.00	492413 492479 492491	1,966.94*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	51.00	492475	51.00*
JUSTICE COURT-PCT 1 PL 2			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	27.80	492475	27.80*
JUSTICE COURT-PCT 4			
AT&T	82.42	492433	82.42*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	55.95	492475	55.95*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.61	492475	4.61*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	250.00	492366	
THOMAS J. BURBANK PC	550.00	492372	
BRUCE W. COBB	250.00	492378	
EDWARD B. GRIPON, M.D., P.A.	1,785.00	492393	
MARVA PROVO	250.00	492416	
NATHAN REYNOLDS, JR.	250.00	492417	
CHARLES ROJAS	250.00	492450	
JOHN D WEST	250.00	492451	
UNITED STATES POSTAL SERVICE	7.84	492475	
LANGSTON ADAMS	250.00	492483	
WILLIAM MARCUS WILKERSON	300.00	492530	
THOMAS WILLIAM KELLEY	250.00	492568	
COUNTY COURT AT LAW NO. 3			4,642.84*
TODD W LEBLANC	250.00	492363	
THOMAS J. BURBANK PC	500.00	492372	
MARVA PROVO	300.00	492416	
NATHAN REYNOLDS, JR.	300.00	492417	
UNITED STATES POSTAL SERVICE	5.07	492475	
JOEL WEBB VAZQUEZ	550.00	492491	
KIMBERLY PHELAN, P.C.	500.00	492494	
LAURIE PEROZZO	250.00	492508	
TURK LAW FIRM	300.00	492532	
MATUSKA LAW FIRM	300.00	492539	
JARED GILTHORPE	300.00	492540	
THE SAMUEL FIRM, PLLC	500.00	492569	
COURT MASTER			4,055.07*
TEXAS COURT REPORTERS ASSOCIATION	165.00	492437	
UNITED STATES POSTAL SERVICE	1.06	492475	
BUDDIE J HAHN	940.47	492577	
MEDIATION CENTER			1,106.53*
MARKET BASKET	285.82	492404	
SOUTHEAST TEXAS WATER	26.50	492429	
UNITED STATES POSTAL SERVICE	1.98	492475	
KARA HAWTHORN	82.31	492518	
SHERIFF'S DEPARTMENT			396.61*
EQUINE MEDICINE & SURGERY	105.00	492384	
FED EX	78.83	492387	
MCNEILL INSURANCE AGENCY	213.00	492405	
OFFICE DEPOT	279.60	492413	
SAM'S WESTERN WEAR, INC.	178.68	492419	
VERIZON WIRELESS	3,457.09	492472	
UNITED STATES POSTAL SERVICE	1,326.05	492475	
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	492480	
STANLEY SHIPPER	150.00	492487	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	689.50	492505	
CELLEBRITE INC	4,300.00	492513	
RITA HURT	550.00	492524	
GALLS LLC	1,139.40	492545	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	53.00	492548	

NAME

AMOUNT

CHECK NO.

TOTAL

EVAN SAM	80.00	492595	12,670.05*
CRIME LABORATORY			
FED EX	44.46	492388	
FISHER SCIENTIFIC	134.23	492389	
MATERA PAPER COMPANY INC	140.52	492534	
JAIL - NO. 2			319.21*
AAA LOCK & SAFE	407.00	492359	
BOB BARKER CO., INC.	1,530.75	492368	
COASTAL WELDING SUPPLY	99.20	492377	
ECOLAB	576.74	492383	
CASH ADVANCE ACCOUNT	1,350.00	492400	
M&D SUPPLY	124.06	492403	
OFFICE DEPOT	714.45	492413	
OVERHEAD DOOR CO.	252.00	492414	
SHERIFF'S ASSOCIATION OF TEXAS	25.00	492424	
AT&T	1,393.16	492432	
WHOLESALE ELECTRIC SUPPLY CO.	30.41	492441	
WORTH HYDROCHEM	342.00	492442	
CDW COMPUTER CENTERS, INC.	1,021.75	492446	
LOWE'S HOME CENTERS, INC.	64.08	492481	
TEXAS GAS SERVICE	870.30	492485	
NORTH SHORE SUPPLY COMPANY	165.00	492488	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	221.49	492505	
WORLD FUEL SERVICES	2,194.94	492509	
A1 FILTER SERVICE COMPANY	765.20	492523	
SAM'S CLUB DIRECT	440.40	492529	
MATERA PAPER COMPANY INC	108.46	492534	
GALLS LLC	927.50	492545	
TND WORKWEAR CO LLC	167.30	492552	
THE MONOGRAM SHOP	151.50	492553	
AXON ENTERPRISE INC	1,586.00	492554	
CORRHEALTH LLC	515,929.22	492561	
TRINITY SERVICES GROUP INC	50,618.06	492574	
EPIC BUSINESS ESSENTIALS, LLC	779.45	492580	
JOHNSON CONTROLS SECURITY SOLUTIONS	2,472.33	492588	
JUVENILE PROBATION DEPT.			585,327.75*
FED EX	29.30	492385	
UNITED STATES POSTAL SERVICE	5.74	492475	
JUVENILE DETENTION HOME			35.04*
M&D SUPPLY	54.99	492403	
S.E. TEXAS BUILDING SERVICE	2,600.00	492428	
FLOWERS FOODS	43.15	492489	
BEN E KEITH FOODS	567.02	492490	
CENTERPOINT ENERGY RESOURCES CORP	191.00	492493	
ATTABOY TERMITE & PEST CONTROL	72.10	492507	
CONSTABLE PCT 1			3,528.26*
UNITED STATES POSTAL SERVICE	34.22	492475	
CONSTABLE-PCT 4			34.22*
AT&T	41.21	492432	
CONSTABLE-PCT 6			41.21*
UNITED STATES POSTAL SERVICE	5.91	492475	
THOMSON REUTERS-WEST	456.00	492535	
COUNTY MORGUE			461.91*
FORENSIC MEDICAL	112,800.00	492566	
AGRICULTURE EXTENSION SVC			112,800.00*

OFFICE DEPOT	250.98	492413	250.98*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	1,750.00	492373	
UNITED STATES POSTAL SERVICE	63.11	492475	
PROCTOR'S MORTUARY INC	4,500.00	492512	
NUANCE COMMUNICATIONS, INC	118.50	492571	
HEALTH AND WELFARE NO. 2			6,431.61*
BROUSSARD'S MORTUARY	1,500.00	492371	
ENTERGY	70.00	492395	
NUANCE COMMUNICATIONS, INC	118.50	492571	
NURSE PRACTITIONER			1,688.50*
MCKESSON MEDICAL-SURGICAL INC	742.81	492448	
INDIGENT MEDICAL SERVICES			742.81*
TDS OPERATING INC	253.00	492560	
EMERGENCY MANAGEMENT			253.00*
VERIZON WIRELESS	150.00	492473	
MAINTENANCE-BEAUMONT			150.00*
MARK'S PLUMBING PARTS	424.14	492360	
W.W. GRAINGER, INC.	336.13	492392	
JOHNSON SUPPLY	165.15	492401	
M&D SUPPLY	90.59	492403	
SANITARY SUPPLY, INC.	1,633.35	492420	
ACE IMAGEWEAR	235.96	492423	
FIRETROL PROTECTION SYSTEMS, INC.	1,266.00	492504	
ATTABOY TERMITE & PEST CONTROL	176.05	492507	
A1 FILTER SERVICE COMPANY	732.70	492523	
CARROT-TOP INDUSTRIES INC	1,492.93	492550	
REXEL USA INC	256.29	492558	
MAINTENANCE-PORT ARTHUR			6,809.29*
COBURN SUPPLY COMPANY INC	100.00	492379	
ALL-PHASE ELECTRIC SUPPLY	88.92	492380	
ENTERGY	3,739.58	492394	
NOACK LOCKSMITH	34.00	492410	
OFFICE DEPOT	38.32	492413	
HOWARD'S AUTO SUPPLY	274.03	492445	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	212.49	492505	
PARKER LUMBER	119.50	492514	
THE HOME DEPOT PRO	2,154.79	492570	
MAINTENANCE-MID COUNTY			6,761.63*
CITY OF NEDERLAND	21.40	492376	
RITTER @ HOME	294.07	492418	
SANITARY SUPPLY, INC.	177.38	492420	
SETZER HARDWARE, INC.	64.52	492422	
ACE IMAGEWEAR	166.68	492423	
S.E. TEXAS BUILDING SERVICE	4,201.28	492428	
TIME WARNER COMMUNICATIONS	49.94	492436	
CENTERPOINT ENERGY RESOURCES CORP	501.58	492493	
ATTABOY TERMITE & PEST CONTROL	18.54	492507	
A.C.E. WASTEWATER DISPOSAL SYSTEMS	280.00	492564	
SERVICE CENTER			5,775.39*
ACTION AUTO GLASS	291.01	492364	
SPIDLE & SPIDLE	11,275.32	492365	
CHUCK'S WRECKER SERVICE	250.00	492374	
J.K. CHEVROLET CO.	4.28	492397	
THE MUFFLER SHOP	98.00	492408	

NAME	AMOUNT	CHECK NO.	TOTAL
PHILPOTT MOTORS, INC.	1,396.98	492415	
RITTER @ HOME	284.30	492418	
JEFFERSON CTY. TAX OFFICE	7.50	492453	
JEFFERSON CTY. TAX OFFICE	7.50	492454	
JEFFERSON CTY. TAX OFFICE	7.50	492455	
JEFFERSON CTY. TAX OFFICE	7.50	492456	
JEFFERSON CTY. TAX OFFICE	7.50	492457	
JEFFERSON CTY. TAX OFFICE	7.50	492458	
JEFFERSON CTY. TAX OFFICE	7.50	492459	
JEFFERSON CTY. TAX OFFICE	7.50	492460	
JEFFERSON CTY. TAX OFFICE	7.50	492461	
JEFFERSON CTY. TAX OFFICE	7.50	492462	
JEFFERSON CTY. TAX OFFICE	7.50	492463	
JEFFERSON CTY. TAX OFFICE	7.50	492464	
JEFFERSON CTY. TAX OFFICE	7.50	492465	
JEFFERSON CTY. TAX OFFICE	7.50	492466	
JEFFERSON CTY. TAX OFFICE	7.50	492467	
JEFFERSON CTY. TAX OFFICE	7.50	492468	
JEFFERSON CTY. TAX OFFICE	7.50	492469	
BUMPER TO BUMPER	642.10	492492	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	549.75	492505	
MIGHTY OF SOUTHEAST TEXAS	697.99	492520	
SPANKY'S WRECKER SERVICE INC	150.00	492526	
DENNIS LOWE	30.65	492549	
VETERANS SERVICE			15,797.88*
OFFICE DEPOT	107.04	492413	
MOSQUITO CONTROL FUND			107.04*
DYNAMIC POWER SYSTEM, INC.	187.36	492382	
MUNRO'S	78.44	492409	
OFFICE DEPOT	104.10	492413	
SETZER HARDWARE, INC.	19.75	492422	
HERRERA'S EMERGENCY LIGHTING	230.00	492486	
CENTERPOINT ENERGY RESOURCES CORP	548.90	492493	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	47.85	492544	
MIDNIGHT AUTO	79.95	492551	
O'REILLY AUTO PARTS	50.44	492562	
CY-FAIR TIRE	49.00	492573	
SECURITY FEE FUND			1,395.79**
ALLIED UNIVERSAL SECURITY SERVICES	8,506.17	492579	
LAW LIBRARY FUND			8,506.17**
THOMSON REUTERS-WEST	2,160.02	492535	
EMPG GRANT			2,160.02**
VERIZON WIRELESS	797.54	492473	
COMMUNITY SUPERVISION FND			797.54**
KIRKSEY'S SPRINT PRINTING	24.95	492402	
OFFICE DEPOT	387.57	492413	
UNITED STATES POSTAL SERVICE	84.56	492475	
DRUG DIVERSION PROGRAM			497.08**
OFFICE DEPOT	208.51	492413	
SHERIFF'S TRAINING GRANT			208.51**
ENTERPRISE RENT A CAR COMPANY	716.00	492541	
CRIME VICTIMS CLEARING.			716.00**
KIMBERLY PHELAN, P.C.	500.00	492494	
LAW OFFICER TRAINING GRT			500.00**

NAME	AMOUNT	CHECK NO.	TOTAL
GT DISTRIBUTORS, INC.	2,425.92	492391	
ULINE SHIPPING SUPPLY SPECIALI	134.87	492439	
WALMART CAPITAL ONE	84.81	492589	
COUNTY RECORDS MANAGEMENT			2,645.60**
TYLER TECHNOLOGIES INC	5,422.42	492576	
HOTEL OCCUPANCY TAX FUND			5,422.42**
DISH NETWORK	140.70	492495	
CAPITAL PROJECTS FUND			140.70**
BEARCOM / KAY ELECTRONICS	21,238.37	492572	
FRESESE AND NICHOLS, INC	10,920.00	492590	
COASTAL RESTORATION PRJCT			32,158.37**
TIM RICHARDSON	9,000.00	492536	
AIRPORT FUND			9,000.00**
SPIDLE & SPIDLE	1,657.09	492365	
BINSWANGER GLASS CO.	245.00	492370	
W.W. GRAINGER, INC.	234.43	492392	
MUNRO'S	98.98	492409	
OFFICE DEPOT	17.72	492413	
S.E. TEXAS BUILDING SERVICE	4,246.66	492428	
TIME WARNER COMMUNICATIONS	115.59	492435	
CENTERPOINT ENERGY RESOURCES CORP	2,950.13	492493	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	95.00	492505	
INTERSTATE ALL BATTERY CENTER - BMT	47.96	492506	
DELTA INDUSTRIAL SERVICE & SUPPLY	231.85	492521	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	54.60	492537	
TITAN AVIATION FUELS	23,050.31	492565	
CY-FAIR TIRE	733.00	492573	
CHAPMAN VENDING	121.55	492586	
AIRPORT IMPROVE. GRANTS			33,899.87**
FITTZ & SHIPMAN, INC.	2,925.00	492390	
SE TX EMP. BENEFIT POOL			2,925.00**
EXPRESS SCRIPTS INC	73,678.75	492556	
NEUROMUSCULAR CORPORATE SOLUTIONS	19,200.00	492567	
UNITED HEALTHCARE SERVICES INC	1,014.80	492578	
SETEC FUND			93,893.55**
WORTH HYDROCHEM	2,706.68	492442	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,820.00	492527	
PAYROLL FUND			4,526.68**
JEFFERSON CTY. - FLEXIBLE SPENDING	14,437.00	492339	
CLEAT	288.00	492340	
JEFFERSON CTY. TREASURER	13,448.12	492341	
RON STADTMUELLER - CHAPTER 13	182.31	492342	
INTERNAL REVENUE SERVICE	208.00	492343	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,000.00	492344	
JEFFERSON CTY. COMMUNITY SUP.	6,953.49	492345	
JEFFERSON CTY. TREASURER - HEALTH	542,352.42	492346	
JEFFERSON CTY. TREASURER - GENERAL	50.00	492347	
JEFFERSON CTY. TREASURER - PAYROLL	1,887,022.05	492348	
JEFFERSON CTY. TREASURER - PAYROLL	658,490.32	492349	
MONY LIFE INSURANCE OF AMERICA	72.54	492350	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,928.82	492351	
JEFFERSON CTY. TREASURER - TCDRS	758,888.50	492352	
JEFFERSON COUNTY TREASURER	2,929.71	492353	
JEFFERSON COUNTY - TREASURER -	8,089.66	492354	
NECHES FEDERAL CREDIT UNION	34,568.16	492355	

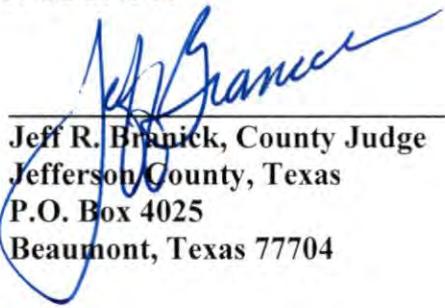
NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY - NATIONWIDE INVESCO INVESTMENT SERVICES, INC NORTH CAROLINA DEPT OF REVENUE	84,739.18 989.99 168.12	492356 492357 492358	4,019,806.39**
ARRC CORONAVIRUS RECOVERY			
CITY OF BEAUMONT - WATER DEPT. ENTERGY VERIZON WIRELESS	59.82 2,294.44 233.48	492375 492394 492473	2,587.74**
GLO DISASTER RECOVERY			
LJA ENGINEERING INC DE CORP WHITELEY OLIVER ENGINEERING, LLC	12,982.50 19,397.89 18,600.00	492525 492584 492591	50,980.39**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	1,735.00	492499	1,735.00**
MARINE DIVISION			
AUDILET TRACTOR SALES ENTERGY JACK BROOKS REGIONAL AIRPORT OFFICE DEPOT RITTER @ HOME SUN COAST RESOURCES, INC. ADVANCED SYSTEMS & ALARM SERVICES, VERIZON WIRELESS SIERRA SPRING WATER CO. - BT BUMPER TO BUMPER LONGS TRAILER REPAIR THE DINGO GROUP-PETE JORGENSEN MARI AERO PERFORMANCE GALLS LLC VECTOR SECURITY SAM CARPENTER	178.00 800.91 201.00 8.20 254.19 9,962.13 120.00 151.96 276.99 18.87 47.61 1,029.38 7.02 35.25 39.95 59.50	492367 492394 492399 492413 492418 492434 492449 492471 492477 492492 492497 492498 492538 492545 492555 492593	13,174.56**
SHERIFF - COMMISSARY			
WHOLESALE ELECTRIC SUPPLY CO.	4,578.16	492441	4,578.16**
SHERIFF-SPINDLETOP GRANT			
GALLS LLC	114.90	492545	114.90** 6,944,688.21***

## CERTIFICATE OF AUTHORITY

I, Jeff Branick, do hereby certify that we are the principal legal officer for the **Jefferson County, Texas**, that the **Jefferson County, Texas** is legally constituted public body with full authority and legal capability to perform the terms of the **Agreement** between the Department of the Army and the **Jefferson County, Texas** in connection with the **JEFFERSON COUNTY ECOSYSTEM RESTORATION PROJECT**, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this **Agreement**, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this **Agreement** on behalf of the **Jefferson County, Texas** acted within his statutory authority.

22 IN WITNESS WHEREOF, we have made and executed this certification this day of *February* 20 *22*

FOR THE JEFFERSON COUNTY:

  
Jeff R. Branick, County Judge  
Jefferson County, Texas  
P.O. Box 4025  
Beaumont, Texas 77704

**Compliance with  
OUT OF STATE TRAVEL POLICY**

Association of Firearm and Toolmark Examiners Annual Training Seminar

May 29<sup>th</sup> – June 5<sup>th</sup>, 2022

Atlanta, Georgia

1. It is included in this year's budget.
2. This training directly impacts the employee's ability to perform his/her assigned tasks.
3. The benefit is worth the cost of the employee's time away from the laboratory because this training is directly related to firearms analysis. This training allows the laboratory to obtain current information from sources outside of our own service area and in the scientist's field of expertise.
4. This training is not offered in Texas in 2022.

## OWNERSHIP CERTIFICATE

STATE OF TEXAS  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT WE ROBERT A. THEWMAN & DEBRA J. THEWMAN, OWNERS OF 18.85 (CALLED 18.848) ACRES OF LAND OUT OF THE T. & N.O.R.R. CO. SURVEY, SECTION NO. 137, ABSTRACT NO. 332, JEFFERSON COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED JUNE 10, 2008, AND RECORDED IN FILE NUMBER 2008021045, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, TEXAS DO HEREBY SUBDIVIDE SAID 18.85 ACRES OF LAND, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 14<sup>th</sup> DAY OF

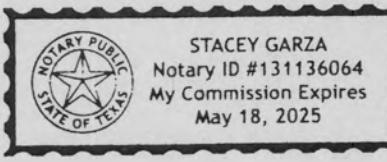
*Robert A. Thewman* 2022  
OWNER ROBERT A. THEWMAN  
*Debra J. Thewman*  
OWNER DEBRA J. THEWMAN

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT A. THEWMAN & DEBRA J. THEWMAN, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN, UNDER MY HAND AND SEAL OF OFFICE, THIS 14<sup>th</sup> DAY OF

*Robert A. Thewman*  
NOTARY PUBLIC IN AND FOR  
JEFFERSON COUNTY, TEXAS  
MY COMMISSION EXPIRES 5/18/2025  
(DATE)



## COUNTY APPROVAL CERTIFICATE

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE DAY OF A.D. 20, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1 JEFFERSON COUNTY, TEXAS  
COMMISSIONER PRECINCT NO. 2 JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3 JEFFERSON COUNTY, TEXAS  
COMMISSIONER PRECINCT NO. 4 JEFFERSON COUNTY, TEXAS

COUNTY JUDGE  
JEFFERSON COUNTY, TEXAS

## RECORDING CERTIFICATION

STATE OF TEXAS  
COUNTY OF JEFFERSON

I, LAURIE LEISTER, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE DAY OF A.D. 20, THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK PAGE

WITNESS MY HAND AND SEAL OF OFFICE THIS THE DAY OF  
A.D. 20

COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

## COUNTY ENGINEER CERTIFICATION

I, MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

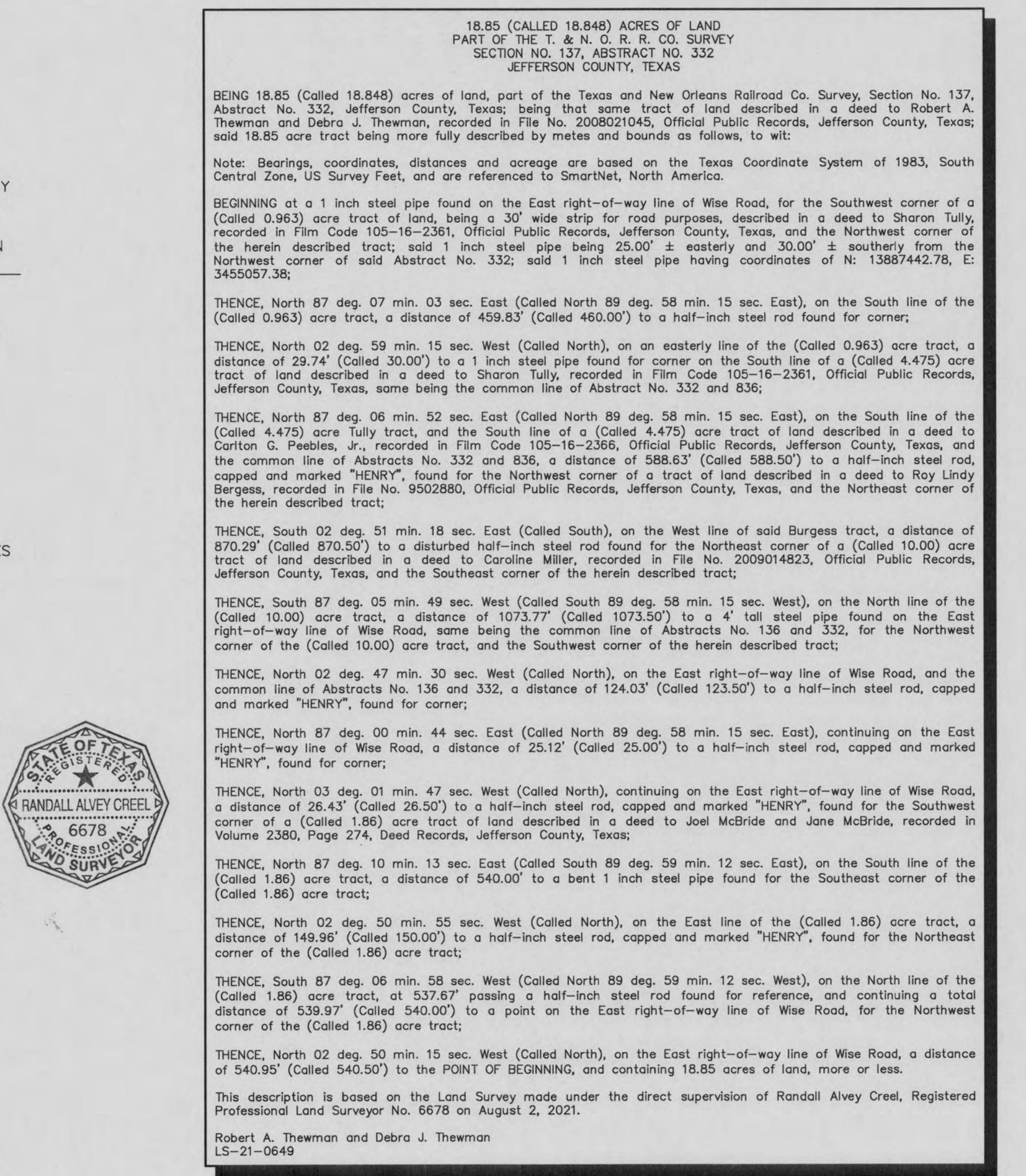
COUNTY ENGINEER

## SURVEYORS CERTIFICATION

I, RANDALL ALVEY CREEL, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

*Robert A. Thewman*  
RANDALL ALVEY CREEL  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6678

Required Clear Space for an OSSF (on Site Sewerage Facility)				
Type of Facility	Usage Rate (without water saving devices)	Required Clear Area for OSSF (sqft)	Usage Rate (without water saving devices)	Required Clear Area for OSSF (sqft)
Single Family less than 1500 sqft	225	6428	180	5143
Single Family less than 2500 sqft	300	8572	240	6857
Single Family less than 3500 sqft	375	10714	300	8571
Single Family less than 4500 sqft	450	12857	360	10286
Single Family less than 5500 sqft	525	12857	420	10288
Greater than 5500 sqft softouch additional 1500 sqft or Increment	75		60	



Development Regulations Notes:  
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETR note:  
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

School District plat note:  
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT INDEPENDENT SCHOOL DISTRICT.

FEMA flood plain note:  
THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL #480385-0360-C, DATED 08/06/2002. FLOOD ZONE "AE".

**Utility notes:**  
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENERTY  
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T  
GAS UTILITY SERVICE WILL BE PROVIDED BY: NONE  
WATER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFFERSON MUNICIPAL DISTRICT  
SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON SITE  
CABLE UTILITY SERVICE WILL BE PROVIDED BY: NONE

**Sewage Disposal Note:**  
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

**Individual Water Supply Note:**  
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

**Water Supply Note:**  
WEST JEFFERSON WATER DISTRICT WATER SUPPLY CORPORATION, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

**Pipeline Easement Note:**  
ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

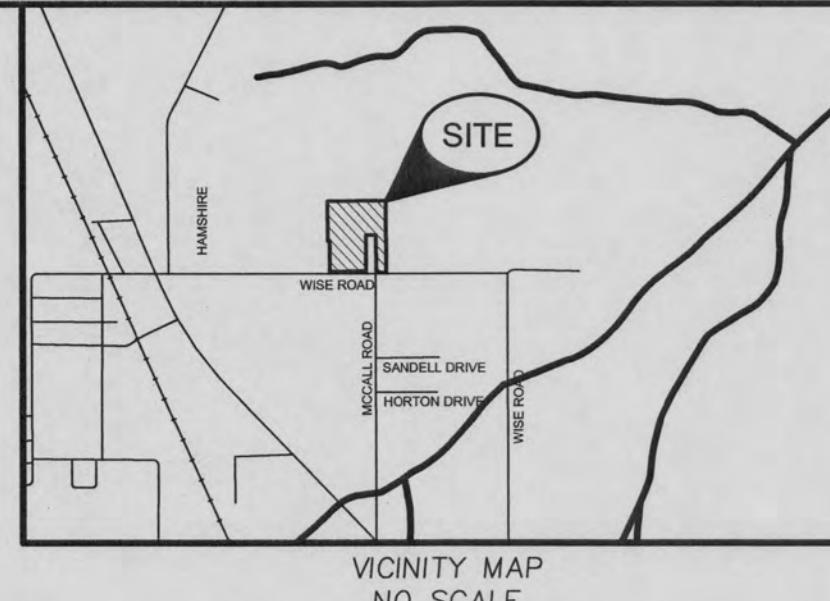
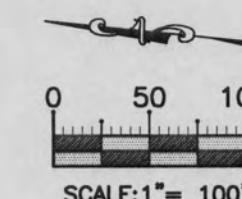
**Drainage Easement Note:**  
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

**Benchmark(s):**

BENCHMARK: 1/2" STEEL ROD CAPPED "SOUTEX" IN CONC. @ ELEV. 12.90

## THEWMAN ACRES

18.85 (CALLED 18.848) ACRES OF LAND  
PART OF THE T. & N.O.R.R. CO. SURVEY  
SECTION NO. 137, ABSTRACT NO. 332  
JEFFERSON COUNTY, TEXAS



EDGAR CAROTHERS SURVEY  
ABSTRACT NO. 636

ROY LINDY BURGESS  
F.C. #9502880  
O.P.R.J.C.

FOUND 1/2" STEEL  
ROD CAPPED "HENRY"

LOT 1  
5.000 ACRES OF LAND  
16295

LOT 2  
4.570 ACRES OF LAND  
16335

LOT 3  
4.727 ACRES OF LAND  
16369

LOT 4  
4.557 ACRES OF LAND  
16435

12.96

12.83

11.43

11.03

1048.44

74.98'

74.98'

1048.50'

FOUND 1/2" STEEL  
ROD CAPPED "HENRY"

LOT 1  
1.200 ACRES  
BRIAN TULLY  
F.C. #20300724  
O.P.R.J.C.

LOT 2  
1.86 ACRES  
ROBERT A. THEWMAN  
F.C. #2008021045  
O.P.R.J.C.

LOT 3  
1.86 ACRES  
JOEL MCBRIDE &  
JANE MCBRIDE  
VOL. 2380, PG. 27A  
D.R.J.C.

LOT 4  
1.000 ACRES  
CAROLINE MILLER  
F.C. #2090014923  
O.P.R.J.C.

191.08'

189.87'

160.00'

160.00'

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# BEAUMONT

TEXAS

February 16, 2022

PEPE DOMINGUEZ  
JEFFERSON COUNTY ENGINEERING  
1149 PEARL 5TH FL  
BEAUMONT TX 77701

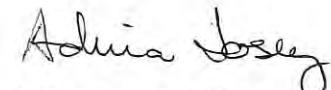
ETJ plat

Dear Mr. Dominguez:

Please see the attached Plat of Interstate 10 Industrial Park. This plat is located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and was therefore submitted to my office under the "one stop" agreement with the county. Please place this plat on the County Commissioner's agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at [adina.josey@beaumonttexas.gov](mailto:adina.josey@beaumonttexas.gov).

Thank you,



Adina Josey, CFM  
Senior Planner

PLANNING & COMMUNITY DEVELOPMENT

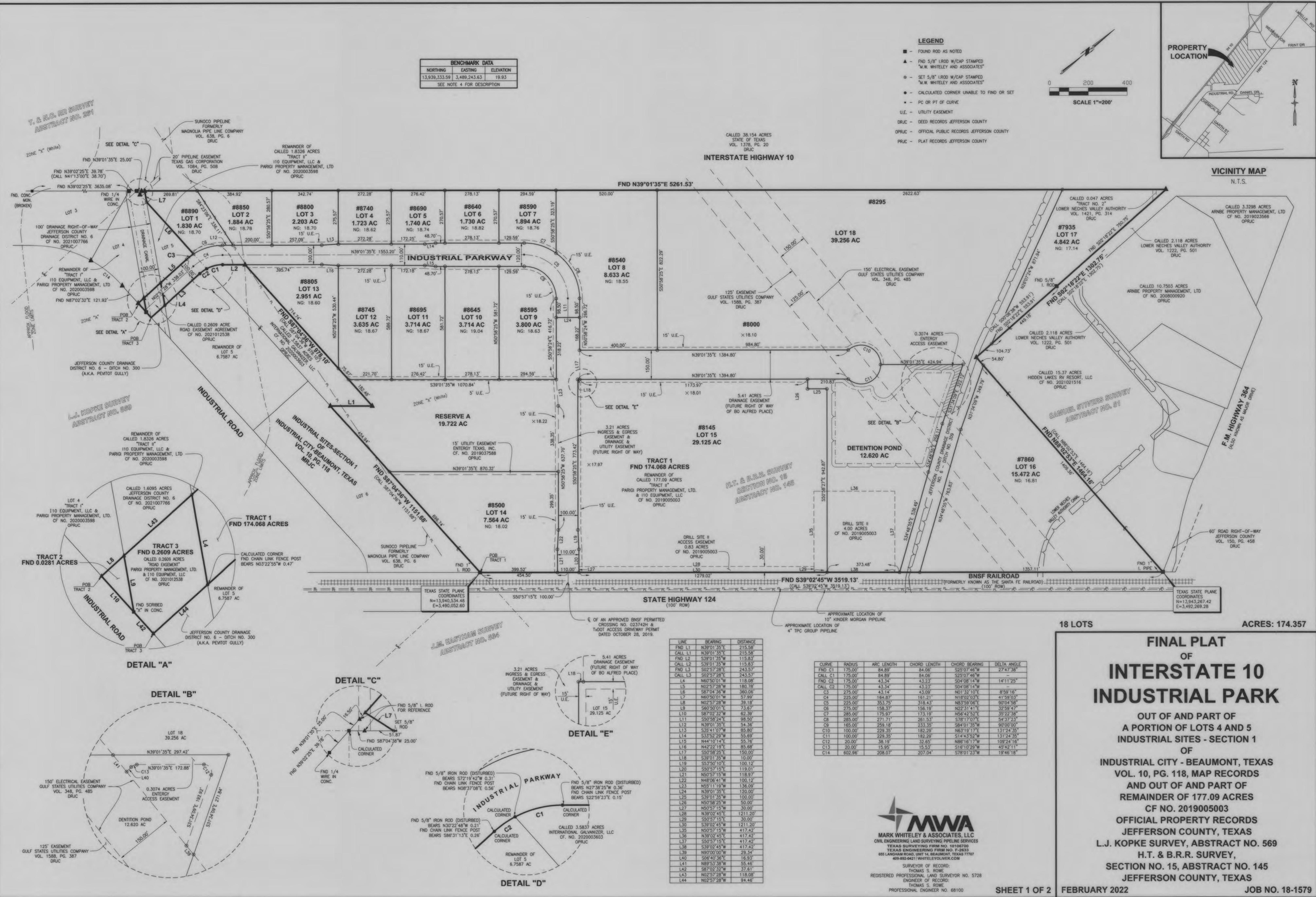
T 409.880.3100

F 409.880.3110

PO Box 3827 | Beaumont, TX 77704

[beaumonttexas.gov](mailto:beaumonttexas.gov)





ACRES: 17

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**FINAL PLAT  
OF  
INTERSTATE 10  
INDUSTRIAL PARK**

OUT OF AND PART OF  
A PORTION OF LOTS 4 AND 5  
INDUSTRIAL SITES - SECTION 1  
OF

INDUSTRIAL CITY - BEAUMONT, TEXAS  
VOL. 10, PG. 118, MAP RECORDS  
AND OUT OF AND PART OF  
REMAINDER OF 177.09 ACRES  
CF NO. 2019005003

OFFICIAL PROPERTY RECORDS  
JEFFERSON COUNTY, TEXAS  
J. KOPKE SURVEY, ABSTRACT NO. 569  
H.T. & B.R.R. SURVEY,  
SECTION NO. 15, ABSTRACT NO. 145  
JEFFERSON COUNTY, TEXAS

SURVEYOR OF RECORD:  
THOMAS S. ROWE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5728  
ENGINEER OF RECORD:  
THOMAS S. ROWE  
PROFESSIONAL ENGINEER NO. 68100

HEET 1 OF 2 | FE

JANUARY 2022

JOB NO.





# 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 Shauberger  
Chief of Corrections  
jshauberger@co.jefferson.tx.us

## MEMORANDUM

DATE: February 17, 2022

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

FROM: Chief John Shauberger

RE: US Marshals modification to inter-governmental agreement

Receive and file U.S. Department of Justice, United States Marshal Service modification no. 18 and 19 to the current inter-governmental agreement 78-01-0077.

Sincerely,

Chief John Shauberger

**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

Agreement No. <b>78-01-0077</b>	2. Effective Date <b>December 7, 2021</b>	3. Facility Code(s) <b>6DH</b>	4. Modification No. <b>Eighteen (18)</b>	5. DUNS No. <b>010807-535</b>
6. Issuing Federal Agency  <b>United States Marshals Service Prisoner Operations Division Procurement Branch CG-3, Suite 300 Washington, DC 20530-0001</b>		7. Local Government  <b>Jefferson County Jail 1001 Pearl Street Beaumont, TX 77701</b>		
8. Appropriation Data <b>15X1020</b>	9. Per-Diem Rate <b>\$87.57</b>	10. Guard/Transportation Hourly Rate <b>\$30.30</b> Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.		

11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this modification is to:

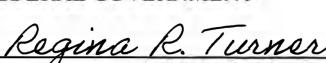
1. Include JPATS transport at the hourly rate of \$30.30 at the Jefferson County Jail.

ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.

**12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:**

A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL
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**13. APPROVALS**

A. LOCAL GOVERNMENT   SIGNATURE  <u>County Judge</u> TITLE DATE	B. FEDERAL GOVERNMENT   SIGNATURE  <u>Regina R. Turner</u> Assistant Chief, Procurement TITLE DATE 1-31-22
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**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

Agreement No. <b>78-01-0077</b>	2. Effective Date <b>January 11, 2022</b>	3. Facility Code(s) <b>6DH</b>	4. Modification No. <b>Nineteen (19)</b>	5. DUNS No. <b>010807-535</b>
6. Issuing Federal Agency  <b>United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001</b>		7. Local Government  <b>Jefferson County Jail 1001 Pearl Street Beaumont, TX 77701</b>		
8. Appropriation Data <b>15X1020</b>	9. Per-Diem Rate <b>\$87.57</b>	10. Guard/Transportation Hourly Rate <b>\$30.30</b>  <b>Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.</b>		

**11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA  
DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:**

The purpose of this modification is to incorporate Department of Labor Wage Determination (WD) Number 2015-5217 (Rev 19) dated 12/27/2021 to be effective 2/1/2022.

In accordance with FAR PART 52.222.43 (f), **Jefferson County Jail** must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

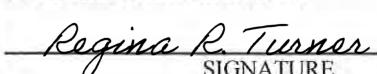
Attachment: Wage Determination (WD) Number 2015-5217 (Rev 19) dated 12/27/2021.

**ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE  
CURRENT INTERGOVERNMENTAL AGREEMENT.**

**12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:**

A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL
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**13. APPROVALS**

A. LOCAL GOVERNMENT   _____ SIGNATURE  <b>COUNTY JUDGE</b> TITLE DATE	B. FEDERAL GOVERNMENT   _____ SIGNATURE  <b>Regina R. Turner</b> Assistant Chief, Procurement TITLE DATE <b>1-31-22</b>
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01090	- Duplicating Machine Operator	14.39
01111	- General Clerk I	13.14
01112	- General Clerk II	14.34
01113	- General Clerk III	16.11
01120	- Housing Referral Assistant	20.14
01141	- Messenger Courier	12.24
01191	- Order Clerk I	14.93
01192	- Order Clerk II	16.29
01261	- Personnel Assistant (Employment) I	15.64
01262	- Personnel Assistant (Employment) II	17.49
01263	- Personnel Assistant (Employment) III	20.01
01270	- Production Control Clerk	28.31
01290	- Rental Clerk	15.07
01300	- Scheduler Maintenance	16.16
01311	- Secretary I	16.16
01312	- Secretary II	18.07
01313	- Secretary III	20.14
01320	- Service Order Dispatcher	16.68
01410	- Supply Technician	24.00
01420	- Survey Worker	15.29
01460	- Switchboard Operator/Receptionist	12.96
01531	- Travel Clerk I	15.16
01532	- Travel Clerk II	16.33
01533	- Travel Clerk III	17.51
01611	- Word Processor I	14.39
01612	- Word Processor II	16.16
01613	- Word Processor III	18.63
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer Fiberglass	22.83
05010	- Automotive Electrician	21.80
05040	- Automotive Glass Installer	20.84
05070	- Automotive Worker	20.84
05110	- Mobile Equipment Servicer	17.59
05130	- Motor Equipment Metal Mechanic	22.83
05160	- Motor Equipment Metal Worker	20.84
05190	- Motor Vehicle Mechanic	22.71
05220	- Motor Vehicle Mechanic Helper	16.86
05250	- Motor Vehicle Upholstery Worker	20.51
05280	- Motor Vehicle Wrecker	20.84
05310	- Painter Automotive	21.60
05340	- Radiator Repair Specialist	20.84
05370	- Tire Repairer	16.09
05400	- Transmission Repair Specialist	22.83
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.26
07041	- Cook I	10.80
07042	- Cook II	12.63
07070	- Dishwasher	10.34
07130	- Food Service Worker	11.27
07210	- Meat Cutter	14.45
07260	- Waiter/Waitress	9.26
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	23.08
09040	- Furniture Handler	13.48
09080	- Furniture Refinisher	23.08
09090	- Furniture Refinisher Helper	16.69
09110	- Furniture Repairer Minor	19.94
09130	- Upholsterer	23.08
11000	- General Services And Support Occupations	
11030	- Cleaner Vehicles	11.67
11060	- Elevator Operator	11.67
11090	- Gardener	16.87
11122	- Housekeeping Aide	12.16
11150	- Janitor	12.16
11210	- Laborer Grounds Maintenance	12.39

11240 - Maid or Houseman	10.01
11260 - Pruner	11.00
11270 - Tractor Operator	15.34
11330 - Trail Maintenance Worker	12.39
11360 - Window Cleaner	13.69
12000 - Health Occupations	
12010 - Ambulance Driver	19.42
12011 - Breath Alcohol Technician	18.89
12012 - Certified Occupational Therapist Assistant	31.53
12015 - Certified Physical Therapist Assistant	36.02
12020 - Dental Assistant	16.83
12025 - Dental Hygienist	34.51
12030 - EKG Technician	29.12
12035 - Electroneurodiagnostic Technologist	29.12
12040 - Emergency Medical Technician	19.42
12071 - Licensed Practical Nurse I	16.90
12072 - Licensed Practical Nurse II	18.89
12073 - Licensed Practical Nurse III	21.06
12100 - Medical Assistant	14.86
12130 - Medical Laboratory Technician	24.76
12160 - Medical Record Clerk	15.92
12190 - Medical Record Technician	17.80
12195 - Medical Transcriptionist	19.31
12210 - Nuclear Medicine Technologist	41.52
12221 - Nursing Assistant I	11.60
12222 - Nursing Assistant II	13.04
12223 - Nursing Assistant III	14.23
12224 - Nursing Assistant IV	15.98
12235 - Optical Dispenser	15.35
12236 - Optical Technician	16.90
12250 - Pharmacy Technician	17.33
12280 - Phlebotomist	16.83
12305 - Radiologic Technologist	25.80
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III Anesthetist	34.03
12316 - Registered Nurse IV	40.78
12317 - Scheduler (Drug and Alcohol Testing)	23.41
12320 - Substance Abuse Treatment Counselor	20.97
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.41
13012 - Exhibits Specialist II	25.19
13013 - Exhibits Specialist III	30.82
13041 - Illustrator I	20.41
13042 - Illustrator II	25.19
13043 - Illustrator III	30.82
13047 - Librarian	27.90
13050 - Library Aide/Clerk	11.04
13054 - Library Information Technology Systems	25.19
Administrator	
13058 - Library Technician	14.44
13061 - Media Specialist I	18.19
13062 - Media Specialist II	20.34
13063 - Media Specialist III	22.67
13071 - Photographer I	18.19
13072 - Photographer II	20.34
13073 - Photographer III	25.19
13074 - Photographer IV	30.82
13075 - Photographer V	37.29
13090 - Technical Order Library Clerk	15.26
13110 - Video Teleconference Technician	18.19
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.03

14042 - Computer Operator II		19.88
14043 - Computer Operator III		24.72
14044 - Computer Operator IV		27.48
14045 - Computer Operator V		30.43
14071 - Computer Programmer I	(see 1)	22.16
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.03
14160 - Personal Computer Support Technician		27.48
14170 - System Support Specialist		32.02
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.36
15020 - Aircrew Training Devices Instructor (Rated)		40.37
15030 - Air Crew Training Devices Instructor (Pilot)		48.38
15050 - Computer Based Training Specialist / Instructor		33.36
15060 - Educational Technologist		32.76
15070 - Flight Instructor (Pilot)		48.38
15080 - Graphic Artist		19.41
15085 - Maintenance Test Pilot Fixed Jet/Prop		48.38
15086 - Maintenance Test Pilot Rotary Wing		48.38
15088 - Non-Maintenance Test/Co-Pilot		48.38
15090 - Technical Instructor		25.41
15095 - Technical Instructor/Course Developer		31.08
15110 - Test Proctor		20.51
15120 - Tutor		20.51
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		10.88
16030 - Counter Attendant		10.88
16040 - Dry Cleaner		13.96
16070 - Finisher Flatwork Machine		10.88
16090 - Presser Hand		10.88
16110 - Presser Machine Drycleaning		10.88
16130 - Presser Machine Shirts		10.88
16160 - Presser Machine Wearing Apparel Laundry		10.88
16190 - Sewing Machine Operator		14.76
16220 - Tailor		15.89
16250 - Washer Machine		11.92
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.20
19040 - Tool And Die Maker		31.22
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.83
21030 - Material Coordinator		28.31
21040 - Material Expediter		28.31
21050 - Material Handling Laborer		14.73
21071 - Order Filler		14.03
21080 - Production Line Worker (Food Processing)		16.83
21110 - Shipping Packer		16.12
21130 - Shipping/Receiving Clerk		16.12
21140 - Store Worker I		12.70
21150 - Stock Clerk		18.30
21210 - Tools And Parts Attendant		16.83
21410 - Warehouse Specialist		16.83
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.74
23019 - Aircraft Logs and Records Technician		22.63
23021 - Aircraft Mechanic I		27.55
23022 - Aircraft Mechanic II		28.74
23023 - Aircraft Mechanic III		29.96
23040 - Aircraft Mechanic Helper		18.94
23050 - Aircraft Painter		26.20

23060 - Aircraft Servicer	22.63
23070 - Aircraft Survival Flight Equipment Technician	26.20
23080 - Aircraft Worker	24.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.55
23110 - Appliance Mechanic	26.20
23120 - Bicycle Repairer	20.83
23125 - Cable Splicer	34.56
23130 - Carpenter Maintenance	24.99
23140 - Carpet Layer	24.36
23160 - Electrician Maintenance	28.26
23181 - Electronics Technician Maintenance I	32.83
23182 - Electronics Technician Maintenance II	35.30
23183 - Electronics Technician Maintenance III	37.14
23260 - Fabric Worker	22.63
23290 - Fire Alarm System Mechanic	24.40
23310 - Fire Extinguisher Repairer	20.83
23311 - Fuel Distribution System Mechanic	32.47
23312 - Fuel Distribution System Operator	24.58
23370 - General Maintenance Worker	18.53
23380 - Ground Support Equipment Mechanic	27.55
23381 - Ground Support Equipment Servicer	22.63
23382 - Ground Support Equipment Worker	24.36
23391 - Gunsmith I	20.83
23392 - Gunsmith II	24.36
23393 - Gunsmith III	27.55
23410 - Heating Ventilation And Air-Conditioning Mechanic	28.87
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	30.12
23430 - Heavy Equipment Mechanic	26.53
23440 - Heavy Equipment Operator	25.29
23460 - Instrument Mechanic	27.55
23465 - Laboratory/Shelter Mechanic	26.20
23470 - Laborer	14.73
23510 - Locksmith	26.20
23530 - Machinery Maintenance Mechanic	31.99
23550 - Machinist Maintenance	26.58
23580 - Maintenance Trades Helper	16.35
23591 - Metrology Technician I	27.55
23592 - Metrology Technician II	28.74
23593 - Metrology Technician III	29.96
23640 - Millwright	29.28
23710 - Office Appliance Repairer	19.25
23760 - Painter Maintenance	19.45
23790 - Pipefitter Maintenance	30.20
23810 - Plumber Maintenance	28.71
23820 - Pneudraulic Systems Mechanic	27.55
23850 - Rigger	30.48
23870 - Scale Mechanic	24.36
23890 - Sheet-Metal Worker Maintenance	27.80
23910 - Small Engine Mechanic	19.59
23931 - Telecommunications Mechanic I	32.90
23932 - Telecommunications Mechanic II	34.33
23950 - Telephone Lineman	31.00
23960 - Welder Combination Maintenance	26.26
23965 - Well Driller	26.89
23970 - Woodcraft Worker	27.55
23980 - Woodworker	20.83
24000 - Personal Needs Occupations	
24550 - Case Manager	15.94
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93

24610 - Chore Aide	9.14
24620 - Family Readiness And Support Services Coordinator	15.94
24630 - Homemaker	15.94
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.14
25040 - Sewage Plant Operator	22.84
25070 - Stationary Engineer	27.14
25190 - Ventilation Equipment Tender	18.70
25210 - Water Treatment Plant Operator	22.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.05
27007 - Baggage Inspector	12.94
27008 - Corrections Officer	25.55
27010 - Court Security Officer	29.08
27030 - Detection Dog Handler	14.48
27040 - Detention Officer	25.55
27070 - Firefighter	29.15
27101 - Guard I	12.94
27102 - Guard II	14.48
27131 - Police Officer I	30.19
27132 - Police Officer II	33.55
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.80
28042 - Carnival Equipment Repairer	14.07
28043 - Carnival Worker	9.18
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	13.71
28350 - Park Attendant (Aide)	17.85
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	21.33
28630 - Sports Official	15.14
28690 - Swimming Pool Operator	16.46
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.74
29020 - Hatch Tender	30.74
29030 - Line Handler	30.74
29041 - Stevedore I	28.56
29042 - Stevedore II	33.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	20.65
30022 - Archeological Technician II	23.11
30023 - Archeological Technician III	28.62
30030 - Cartographic Technician	28.62
30040 - Civil Engineering Technician	24.06
30051 - Cryogenic Technician I	31.70
30052 - Cryogenic Technician II	35.01
30061 - Drafter/CAD Operator I	20.65
30062 - Drafter/CAD Operator II	23.11
30063 - Drafter/CAD Operator III	25.76
30064 - Drafter/CAD Operator IV	31.70
30081 - Engineering Technician I	16.06
30082 - Engineering Technician II	18.03
30083 - Engineering Technician III	20.60
30084 - Engineering Technician IV	25.52
30085 - Engineering Technician V	30.94
30086 - Engineering Technician VI	36.98
30090 - Environmental Technician	28.16
30095 - Evidence Control Specialist	28.62
30210 - Laboratory Technician	35.78
30221 - Latent Fingerprint Technician I	31.70
30222 - Latent Fingerprint Technician II	35.01

30240 - Mathematical Technician	28.62
30361 - Paralegal/Legal Assistant I	20.40
30362 - Paralegal/Legal Assistant II	25.27
30363 - Paralegal/Legal Assistant III	30.91
30364 - Paralegal/Legal Assistant IV	37.40
30375 - Petroleum Supply Specialist	35.01
30390 - Photo-Optics Technician	28.62
30395 - Radiation Control Technician	35.01
30461 - Technical Writer I	28.62
30462 - Technical Writer II	35.01
30463 - Technical Writer III	42.36
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	31.70
30502 - Weather Forecaster II	38.56
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.76
30621 - Weather Observer Senior	(see 2) 28.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	12.71
31030 - Bus Driver	18.80
31043 - Driver Courier	13.29
31260 - Parking and Lot Attendant	11.20
31290 - Shuttle Bus Driver	14.03
31310 - Taxi Driver	12.47
31361 - Truckdriver Light	14.62
31362 - Truckdriver Medium	15.89
31363 - Truckdriver Heavy	20.70
31364 - Truckdriver Tractor-Trailer	20.70
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	11.32
99050 - Desk Clerk	10.62
99095 - Embalmer	27.04
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	19.59
99252 - Laboratory Animal Caretaker II	21.55
99260 - Marketing Analyst	30.07
99310 - Mortician	27.04
99410 - Pest Controller	17.63
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	21.03
99711 - Recycling Specialist	26.03
99730 - Refuse Collector	18.68
99810 - Sales Clerk	11.98
99820 - School Crossing Guard	12.13
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	14.82
99832 - Surveying Technician	19.44
99840 - Vending Machine Attendant	17.92
99841 - Vending Machine Repairer	23.06
99842 - Vending Machine Repairer Helper	17.92

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 15 years and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

- 1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive

administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;
- (3) The design documentation testing creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\*

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



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 Shauberger  
Chief of Corrections  
jshauberger@co.jefferson.tx.us

MEMORANDUM

DATE: February 17, 2022

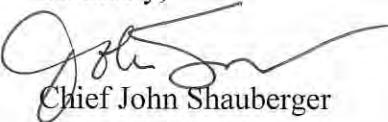
TO: Honorable Judge Jeff Branick  
Commissioner Vernon Pierce  
Commissioner Darrell Bush  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberger

RE: US Marshals modification to inter-governmental agreement

Please consider and possibly approve U.S. Department of Justice, United States Marshal Service modification no. 21 to the current inter-governmental agreement 78-01-0077. The purpose of this modification is to revise by adding new descriptive language.

Sincerely,



Chief John Shauberger

**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

<b>1. Agreement No.</b> 78-01-0077	<b>2. Effective Date</b> February 15, 2022	<b>3. Facility Code(s)</b> 6YB	<b>4. Modification No.</b> 21	<b>5. DUNS No.</b> N/A
<b>6. Issuing Federal Agency</b>  United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		<b>7. Local Government</b>  Jefferson County Correctional Facility 1110 Pearl Street Beaumont, TX 77720		
<b>8. Appropriation Data</b> 15X1020	<b>9. Per-Diem Rate</b> N/A	<b>10. Guard/Transportation Hourly Rate</b> N/A		

**11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:**

The purpose of this modification is to add the following revisions to the current IGA:

1. Replacing “Purpose of Agreement and Security Provided” section with Addendum #1 (see attached)
2. Adding new language to “Medical Services” section pertaining to Covid-19 and other infectious diseases (see Addendum #2 attached)
3. Adding “Pregnant or Post-Partum Prisoners” language to all Guard Services’ sections (see Addendum #3 attached)
4. Adding new “Video Teleconferencing” section (see Addendum #4 attached)
5. Adding new “Voter Registration” section (see Addendum #5 attached)
6. Adding new “Body Camera Information Requests” section (see Addendum #6 attached)
7. Adding new language to “Restrictive Housing and Suicide Prevention” (see Addendum #7)

**NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS CHANGE**

**12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:**

A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL
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**13. APPROVALS**

<b>A. LOCAL GOVERNMENT</b>		<b>B. FEDERAL GOVERNMENT</b>	
<i>Signature</i>		<i>Signature</i>	
<u>TITLE</u>	<u>DATE</u>	<u>Assistant Chief, Procurement</u>	<u>DATE</u>

<b>Agreement Number:</b> <b>78-01-0077</b>	<b>Page 2 of 5</b>
<b>Addendum #1:</b>	
<p>• <b>Administration</b></p> <ol style="list-style-type: none"> <li>1. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form USM-218 (provided as an attachment to this modification). Facilities shall follow the current standards summarized in Form USM-218 and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this agreement.</li> <li>2. The FPBDS can be found at: <a href="http://www.usmarshals.gov/prisoner/detention-standards.htm">http://www.usmarshals.gov/prisoner/detention-standards.htm</a></li> <li>3. In the event that there is a conflict between standards, the FPBDS shall prevail. <b>Jefferson County Correctional Facility</b> shall comply with Congressional mandates, federal laws, Executive Orders and all existing <b>Jefferson County Correctional Facility</b> policies. <b>Jefferson County Correctional Facility</b> shall provide a means for verification of its American Correctional Association accreditation.</li> <li>4. All work assignments for unsentenced Federal prisoners must be voluntary.</li> <li>5. The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief, or their designee and to the USMS Prisoner Operations Division (POD) at <a href="mailto:PODCoCInquiries@usdoj.gov">PODCoCInquiries@usdoj.gov</a>.</li> <li>6. The Local Government shall maintain written policies and procedures that describe all facets of facility operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.</li> <li>7. The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.</li> <li>8. The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.</li> <li>9. The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.</li> <li>10. The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.</li> <li>11. The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate. The Local Government shall provide safe and clean space and items for proper prisoner hygiene.</li> <li>12. The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.</li> <li>13. The Local Government shall properly inventory, store, and return prisoner property upon release.</li> <li>14. The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.</li> <li>15. The Local Government shall prohibit discrimination on the basis of disability, race, gender, sexual orientation, religion, and national origin in the provision of services, programs, and activities.</li> </ol>	

<b>Agreement Number:</b> <b>78-01-0077</b>	<b>Page 3 of 5</b>
<p>16. The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.</p> <p>17. The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners</p>	
<p><b>Addendum #2</b></p>	
<ul style="list-style-type: none"> <li>• <b>Medical Services</b> <ol style="list-style-type: none"> <li>1. The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.</li> <li>2. The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.</li> <li>3. <i>The Local Government shall notify the local USMS district office of <u>any</u> infectious disease outbreak</i></li> <li>4. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program.</li> <li>5. The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.</li> <li>6. The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with <i>National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails</i>. TB testing shall occur with 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.</li> <li>7. The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions.</li> <li>8. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment</li> </ol> </li> </ul>	
<p><b>Addendum #3</b></p>	
<ul style="list-style-type: none"> <li>• <b>Optional Guard/Transportation Services to/from Medical Facility</b> <ol style="list-style-type: none"> <li>1. The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS. The Local Government shall restrain Federal prisoners by attaching at least one extremity to the hospital bed, stretcher, or chair at all times when medically possible. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.</li> <li>2. The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.</li> </ol> </li> </ul>	

<b>Agreement Number:</b> <b>78-01-0077</b>	<b>Page 4 of 5</b>
<ul style="list-style-type: none"> <li>• <b>Optional Guard/Transportation Services to/from U.S. Courthouse</b> <ol style="list-style-type: none"> <li>1. Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at <a href="mailto:PODCoCInquiries@usdoj.gov">PODCoCInquiries@usdoj.gov</a>.</li> </ol> </li> <li>• <b>Optional Guard/Transportation Services to Justice Prisoner &amp; Alien Transportation System (JPATS)</b> <ol style="list-style-type: none"> <li>1. Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at <a href="mailto:PODCoCInquiries@usdoj.gov">PODCoCInquiries@usdoj.gov</a>.</li> </ol> </li> <li>• <b>Optional Guard Services to Video Teleconference Hearings within Facility</b> <ol style="list-style-type: none"> <li>1. Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at <a href="mailto:PODCoCInquiries@usdoj.gov">PODCoCInquiries@usdoj.gov</a></li> </ol> </li> </ul>	
<p><b>Addendum #4</b></p> <ul style="list-style-type: none"> <li>• <b>Video Teleconference Hearings within the Facility</b> <ol style="list-style-type: none"> <li>1. If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.</li> </ol> </li> </ul>	
<p><b>Addendum #5</b></p> <ul style="list-style-type: none"> <li>• <b>Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody</b> <ol style="list-style-type: none"> <li>1. The facility, to the extent practicable and appropriate, will provide federal prisoners educational materials related to voter registration and voting and, upon request by the federal prisoner, facilitate voting by mail by prisoners who are eligible to vote under the laws of the applicable jurisdiction. The facility will work with state and local election officials and, in appropriate circumstances, may also work with other reliable sources of voter information to assist federal prisoners with voter registration, voting by mail, and notification of upcoming elections. This clause does not endorse or advocate in support of or in opposition to any candidate or political party.</li> </ol> </li> </ul>	

<b>Agreement Number:</b> <b>78-01-0077</b>	<b>Page <u>5</u> of <u>5</u></b>
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**Addendum #6**

**• Body Worn Camera Information Requests**

1. If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

**Addendum #7**

**• Restrictive Housing and Suicide Prevention**

1. For the purposes of this agreement, “vulnerable population” refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to: juveniles; young adults (age 18-24 at time of admission through conviction); prisoners with serious mental illness; lesbian, gay, bisexual, transgender, intersex, and gender nonconforming prisoners; pregnant and postpartum prisoners; and prisoners with medical needs.

Date of Detention Facility Review (DFR)

Name of Detention Facility Inspector Conducting DFR

**FACILITY FACTS****FACILITY OVERVIEW**

Facility Name

Physical Address

Phone Number

Fax Number

City

State

Zip Code

County

District

Contract/Agreement Number

Contract/Agreement Type (Private, IGA, LUA)

Expiration Date

Closest USMS Office Name

Driving Time from Closest USMS Office

minutes

Driving Distance from Closest USMS Office

miles

Date of Last USMS Detention Facility Review

**Points of Contact**

(If needed, use "Other Notes Section" on last page to document more than one point of contact.)

Title

Name

Type of Contact

Phone Number

Extension

Email Address

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**Prisoner Information** (Annotate the number of prisoners per category)

	Adult Male	Adult Female	Juvenile Male	Juvenile Female	Total
Facility Bed Capacity	<input type="text"/>				
Facility Average Daily Population (Last 12 Months)	<input type="text"/>				
USMS Average Daily Population	<input type="text"/>				
Local/Non-Federal Average Daily Population	<input type="text"/>				
Bureau of Prisons Average Daily Population	<input type="text"/>				
ICE Average Daily Population	<input type="text"/>				

**Security Staff Information** (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Warden	<input type="text"/>	<input type="text"/>
Assistant Warden	<input type="text"/>	<input type="text"/>
Chief of Security	<input type="text"/>	<input type="text"/>
Shift Supervisors	<input type="text"/>	<input type="text"/>
Other Supervisors	<input type="text"/>	<input type="text"/>
Corrections Officers	<input type="text"/>	<input type="text"/>
Transportation Officers	<input type="text"/>	<input type="text"/>
Perimeter Security	<input type="text"/>	<input type="text"/>
Restrictive Housing Security	<input type="text"/>	<input type="text"/>
Other Security	<input type="text"/>	<input type="text"/>

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**Medical Staff Information** (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Physician		
Physician's Assistant		
Nurse Practitioner		
Registered Nurse		
Licensed Practical Nurse		
Mental Health Professional		
Other Medical Staff		

**Contraband**

List facility's total number of contraband incidents since last USMS DFR (if applicable).

Drugs or Alcohol	Drugs or Alcohol Paraphernalia	Electronic Devices
Electronic Device Accessory	Weapon	Tool

**Incidents**

List facility's total number of incidents since last USMS DFR (if applicable).

Suicides	Suicide Attempts	Escapes
Escape Attempts	Physical Assaults on Prisoners	Physical Assaults on Staff
Health Care Grievances	Natural Deaths	Sexual Assaults on Prisoners
Sexual Assaults on Staff	Homicides	Riots/Disturbances
Overdose Deaths	Overdoses	Use of Force
		Excessive Use of Force

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Was the USMS notified of all incidents involving USMS prisoners?

Yes  No

#### Incidents Not Reported

(If needed, use "Other Notes Section" on last page to document more than one incident.)

Incident Type (Use Incident types listed above)

Incident Subtype (Leave blank)

Date of Incident

Remarks

#### Court Action

(If needed, use "Other Notes Section" on last page to document more than one action)

Are there any court orders or pending major litigation affecting the facility?

Yes  No

Case Name/Case Number

Functional Area

Date of Court Filing

### ADMINISTRATION AND MANAGEMENT

#### Policy Development and Monitoring

Does the facility maintain policies and procedures that describe facility operations, maintenance and administration?

Yes  No

Do policies have a date documenting the last time the responsible facility manager/administrator reviewed them to ensure they remain current, accurate and relevant to the facility's operation?

Yes  No

If 'Yes', Date of Last Internal Review

#### Policy Communication and Access

Are policies and procedures communicated to all employees?

Yes  No

Does staff have 24/7 access to policies and procedures?

Yes  No

#### Prisoner Property and Money

Does the facility properly inventory prisoner property?

Yes  No

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Does the facility properly store prisoner property?

Yes  No

Does the facility properly return prisoner property?

Yes  No

Does the facility properly inventory prisoner money?

Yes  No

Does the facility properly store prisoner money?

Yes  No

Does the facility properly return prisoner money?

Yes  No

### **Prisoner Release**

Has the facility erroneously released ANY prisoner(s) during the review period?

Yes  No

Total number of non-USMS prisoners erroneously released

Total number of USMS prisoners erroneously released

### **Accommodations for Prisoners with Disabilities**

If the facility accepts prisoners with disabilities, are adequate accommodations made available for these prisoners?

Yes  No

### **Contingency/Emergency Plans**

Does the facility have a written emergency plan in place for situations that threaten facility security? (e.g., riots, hunger strikes, disturbances, escapes, and hostage situations.)

Yes  No

Is a hard copy of the emergency plan available for incorporation into the district's detention plan?

Yes  No

Does the emergency plan have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, and relevant to the facility's operation?

Yes  No

If 'Yes', Date of Last Emergency Plan Review

Does the facility have a written contingency plan in place for situations involving mass prisoner relocation? (e.g., weather, fire, flooding, facility not habitable.)

Yes  No

Is a hard copy of the contingency plan available for incorporation into the district's detention plan?

Yes  No

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Does the contingency plan have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, and relevant to the facility's operation?

Yes  No

If 'Yes', Date of Last Contingency Plan Review

Does the facility's contingency plan include the USMS prisoners housed at the facility?

Yes  No

### **Staff Background Checks**

Does the facility verify identity of employees, contractors and volunteers prior to hiring via:

Fingerprints  Yes  No      Social Security Number  Yes  No      Date of Birth  Yes  No

Are initial background checks completed for all employees, contractors, and volunteers prior to hiring?

Yes  No

Does the facility conduct re-investigations of employees, contractors, and volunteers?

Yes  No

If 'Yes', how often? (Every 2 years, every 5 years, every 10 years, or more than 10 years)

Does the background check include verification of:

Employment history for the past five (5) years?	<input type="radio"/> Yes	<input type="radio"/> No
Residency for the past three (3) years?	<input type="radio"/> Yes	<input type="radio"/> No
Credit history to ensure no current delinquency?	<input type="radio"/> Yes	<input type="radio"/> No
Credit history to ensure no unresolved liens?	<input type="radio"/> Yes	<input type="radio"/> No
Credit history to ensure no accounts in collection?	<input type="radio"/> Yes	<input type="radio"/> No
Credit history to ensure no court-ordered judgments ?	<input type="radio"/> Yes	<input type="radio"/> No

Does the background check include verification that there are no:

Felony convictions?	<input type="radio"/> Yes	<input type="radio"/> No
Disqualifying misdemeanor convictions?	<input type="radio"/> Yes	<input type="radio"/> No
Derogatory civil records?	<input type="radio"/> Yes	<input type="radio"/> No
Alcohol dependencies?	<input type="radio"/> Yes	<input type="radio"/> No
Drug dependencies?	<input type="radio"/> Yes	<input type="radio"/> No

### **Reporting/Investigating Staff Misconduct**

How many administrative allegations of staff misconduct were reported since the last USMS DFR (if applicable)?

How many criminal allegations of staff misconduct were reported since the last USMS DFR (if applicable)?

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How many criminal allegations of staff misconduct were reported to law enforcement since the last USMS DFR (if applicable)?

### Prisoner Anti-Discrimination

Does the facility have a prisoner anti-discrimination policy that addresses:

Age?	<input type="radio"/> Yes	<input type="radio"/> No
Disability?	<input type="radio"/> Yes	<input type="radio"/> No
Equal Pay/Compensation?	<input type="radio"/> Yes	<input type="radio"/> No
Genetic Information?	<input type="radio"/> Yes	<input type="radio"/> No
Harassment?	<input type="radio"/> Yes	<input type="radio"/> No
National Origin?	<input type="radio"/> Yes	<input type="radio"/> No
Pregnancy?	<input type="radio"/> Yes	<input type="radio"/> No
Race/Color?	<input type="radio"/> Yes	<input type="radio"/> No
Religion?	<input type="radio"/> Yes	<input type="radio"/> No
Retaliation?	<input type="radio"/> Yes	<input type="radio"/> No
Sex?	<input type="radio"/> Yes	<input type="radio"/> No
Gender Identity?	<input type="radio"/> Yes	<input type="radio"/> No
Sexual Preference?	<input type="radio"/> Yes	<input type="radio"/> No
Sexual Harassment?	<input type="radio"/> Yes	<input type="radio"/> No
Are services, programs, and activities provided to all eligible prisoners?	<input type="radio"/> Yes	<input type="radio"/> No

### Prison Rape Elimination Act (PREA) Compliance

Does the facility have a PREA compliance program?

Yes     No

Does the program address the following items:

Zero tolerance toward all forms of sexual abuse and sexual harassment?	<input type="radio"/> Yes	<input type="radio"/> No
Prevention and response planning?	<input type="radio"/> Yes	<input type="radio"/> No
Prisoner training and education?	<input type="radio"/> Yes	<input type="radio"/> No
Employee training and education?	<input type="radio"/> Yes	<input type="radio"/> No
Screening for risk of sexual victimization?	<input type="radio"/> Yes	<input type="radio"/> No
Reporting and investigations?	<input type="radio"/> Yes	<input type="radio"/> No
Discipline?	<input type="radio"/> Yes	<input type="radio"/> No
Medical/ mental health care?	<input type="radio"/> Yes	<input type="radio"/> No
Auditing?	<input type="radio"/> Yes	<input type="radio"/> No
Corrective action?	<input type="radio"/> Yes	<input type="radio"/> No
State compliance?	<input type="radio"/> Yes	<input type="radio"/> No

Has the facility had an audit conducted by a DOJ certified PREA auditor within the past 3 years?

Yes     No

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If 'No' to the previous question, has a DOJ PREA audit been scheduled?

Yes  No

Scheduled DOJ PREA Audit Date

Is a hard copy of the PREA audit available?

Yes  No

If 'Yes', Audit Date

What was the name of the Auditor?

Is there a corrective action plan in place?

Yes  No

Has corrective action taken place?

Yes  No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes  No

## **HEALTH CARE**

---

### **Intake and Screening**

Does the facility have policy or procedures for medical screening during intake?

Yes  No

Do all prisoners undergo medical screening during the initial intake process?

Yes  No

If 'No', how long after intake does the screening occur?

 months  days

Is a comprehensive health appraisal for each prisoner completed within 14-days after initial intake?

Yes  No

If 'No', how long after intake does the appraisal occur?

 months  days

Does the facility ensure TB testing during the initial intake process?

Yes  No

If 'No', how long after intake does the TB test occur?

 months  days

Are TB test results provided to the USMS within 14 days?

Yes  No

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If 'No', when were results provided?

months  days

Do all prisoners undergo mental health screening during the initial intake process?

Yes  No

If 'No', how long after intake does the mental health screening occur?

months  days

Do all prisoners undergo dental health screening during the initial intake process?

Yes  No

If 'No', how long after intake does the dental health screening occur?

months  days

Are all medical screening results reviewed by a physician?

Yes  No

How long after intake does this occur?

months  days

Are medical screening records maintained for every prisoner?

Yes  No

### **Medical, Dental, and Mental Health**

---

Does the facility have a medical unit staffed 24/7?

Yes  No

Does the facility employ an on-site mental health professional?

Yes  No

Are prisoners with mental health issues identified as part of the vulnerable population?

Yes  No

Are prisoners with mental health issues referred to qualified mental health professionals?

Yes  No

### **Routine, Chronic, and Emergency Health Services**

---

Are all prisoners made aware of the process for requesting health care services?

Yes  No

Does the facility have a policy or procedures for identifying medical emergencies?

Yes  No

Does the facility provide access to prescription medication?

Yes  No

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Does the facility participate in the NMCC?

Yes  No

Does the facility have an onsite pharmacy?

Yes  No

Does the facility document prisoner health care grievances?

Yes  No

### **Response to Medical, Mental and Dental Health Needs**

---

Are all prisoners who require health care beyond the capacity of the facility transferred to a facility where such care is available?

Yes  No

Are facility staff CPR/First Aid certified?

Yes  No

With the exception of emergencies, does the facility use POD Medical Management to request approval for outside medical services?

Yes  No

Does the facility immediately notify the district in the event of a USMS prisoner medical emergency?

Yes  No

### **Suicide Prevention**

---

Does the facility have a suicide prevention program?

Yes  No

Does the facility document staff training for prisoner suicide prevention?

Yes  No

Does the facility have procedures for identifying prisoners at risk for suicide?

Yes  No

Does the facility have procedures for monitoring prisoners at risk for suicide?

Yes  No

How often are welfare inspections conducted on suicidal prisoners?

Select...

Does the facility report suicidal gestures, remarks, tendencies and attempts to the USMS?

Yes  No

Does the facility provide mental health services to suicidal prisoners?

Yes  No

Does the facility report restrictive housing of suicidal prisoners to the USMS?

Yes  No

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How many suicidal prisoners were placed in restrictive housing during the rating period?

### Prisoner Death

Does the facility have procedures to respond to a prisoner's death?

Yes  No

Does the facility immediately notify the USMS in the event of a USMS prisoner death?

Yes  No

Does the facility review each prisoner death?

Yes  No

### Infectious Disease

Does the facility have policy or procedures to address the management and reporting of infectious and communicable diseases?

Yes  No

Does the plan include:

HIV?	<input type="radio"/> Yes	<input type="radio"/> No
Tuberculosis?	<input type="radio"/> Yes	<input type="radio"/> No
Hepatitis?	<input type="radio"/> Yes	<input type="radio"/> No
Influenza?	<input type="radio"/> Yes	<input type="radio"/> No
Chlamydia?	<input type="radio"/> Yes	<input type="radio"/> No
COVID?	<input type="radio"/> Yes	<input type="radio"/> No
Ebola?	<input type="radio"/> Yes	<input type="radio"/> No
HPV?	<input type="radio"/> Yes	<input type="radio"/> No
Salmonella?	<input type="radio"/> Yes	<input type="radio"/> No
Scabies?	<input type="radio"/> Yes	<input type="radio"/> No
Zika?	<input type="radio"/> Yes	<input type="radio"/> No
E. coli?	<input type="radio"/> Yes	<input type="radio"/> No
Chicken Pox?	<input type="radio"/> Yes	<input type="radio"/> No

Does the facility have an infectious and communicable disease policy or procedures to:

Include identify prisoners with infectious and communicable diseases?  Yes  No

Treat prisoners with infectious and communicable diseases?  Yes  No

Quarantine prisoners with infectious and communicable diseases?  Yes  No

Does the facility report all cases of infectious and communicable diseases to the USMS?

Yes  No

Does the facility maintain adequate PPE for all staff in the event of a pandemic?

Yes  No

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Does the facility maintain adequate PPE for all prisoners in the event of a pandemic?

Yes  No

## SECURITY AND CONTROL

---

### Correctional Supervision

---

Are correctional officer posts located in, or immediately adjacent to, prisoner living areas so officers can respond promptly to emergency situations?

Yes  No

Are prisoners managed and supervised 24/7?

Yes  No

### Security Features

---

Are weekly inspections of all security devices conducted?

Yes  No

### Security Inspections

---

Does the facility conduct intermittent security sweeps of all areas prisoners occupy?

Yes  No

### Searches and Contraband

---

Does the facility have procedures for searching prisoners for contraband upon arrival to the facility?

Yes  No

Does the facility have procedures for searching prisoners for contraband prior to transporting the prisoner?

Yes  No

Does the facility have procedures for searching prisoners for contraband after prisoner visitation?

Yes  No

Does the facility have procedures for searching prisoners for contraband after work details?

Yes  No

Does the facility notify the USMS if a USMS prisoner is found with contraband?

Yes  No

### Prisoner Accountability and Supervision

---

Does the facility have procedures for physically counting prisoners?

Yes  No

Number of counts per day

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**Use of Force**

Does the facility have procedures for use of force?

Yes  No

Does the facility document and report use of force?

Yes  No

Does the facility investigate all use of force incidents?

Yes  No

**Non-routine Use of Restraints**

Does the facility have procedures for use of restraints?

Yes  No

Is the use of restraints on pregnant or postpartum USMS prisoners reported to the USMS?

Yes  No

Number of pregnant USMS prisoners since the last USMS DFR (if applicable).

Number of times pregnant or postpartum USMS prisoners were restrained since the last USMS DFR (if applicable).

**Key Control**

Is the use of keys controlled and inventoried?

Yes  No

**Tools and Culinary Equipment Control**

Is the use of tools and culinary equipment controlled and inventoried?

Yes  No

How many missing items during the rating period?

**Weapons Control**

Does the facility have procedures for the control and use of firearms and less-than-lethal devices?

Yes  No

**Prisoner Handbook and Discipline**

Do prisoners have 24/7 access to a prisoner rule/handbook in English?

Yes  No

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Does the English prisoner rule/handbook include facility rules and disciplinary procedures for violations?

Yes  No

Do prisoners have 24/7 access to a prisoner rule/handbook in Spanish?

Yes  No

Does the Spanish prisoner rule/handbook include facility rules and disciplinary procedures for violations?

Yes  No

### **Restrictive Housing**

---

Does the facility have written procedures for restrictive housing?

Yes  No

Does the facility have written procedures for monitoring prisoners in restrictive housing?

Yes  No

Does the facility immediately report restrictive housing of any USMS prisoner in the vulnerable population?

Yes  No

How many USMS prisoners in the vulnerable population were placed in restrictive housing since the last USMS DFR (if applicable)?

Does the facility report restrictive housing of every USMS prisoner, monthly to the USMS?

Yes  No

How many USMS prisoners were placed in restrictive housing since the last USMS DFR (if applicable)?

How does the facility report restrictive housing to the USMS?

Email  Invoices  Restrictive Housing Module

Does the facility have procedures for reintegration of a prisoner from restrictive housing into the general population?

Yes  No

Does the facility notify the prisoner of the reason for restrictive housing?

Yes  No

### **Criminal Organization**

(If needed, use "Other Notes Section" on last page to document more than one organization.)

---

Does the facility collect criminal organization or security threat group information?

Yes  No

Name of Criminal Organization

Category (Leave blank)

Organization Level (Leave blank)

OID (Leave blank)

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## Remarks

---

**FOOD SERVICE**

---

**Sanitation Requirements**

Has the facility been inspected by an external party within the past 12 months to ensure that the food service and equipment meets established health, sanitation, and safety protocols?

Yes  No

If 'Yes', Date of Inspection

Were any violations identified?

Yes  No

Have those violations been corrected?

Yes  No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes  No

**Adequate and Varied Meals**

---

Does the facility provide 3 meals per day?

Yes  No

Does the facility provide a minimum of 2 hot meals per day?

Yes  No

Does the facility provide meals that are nutritionally adequate and varied, as approved by a dietitian?

Yes  No

Does the facility serve meals that match the approved meal menus?

Yes  No

Does the facility provide special meals for prisoner religious or medical needs?

Yes  No

**SAFETY AND SANITATION**

---

**Fire Safety**

Are annual fire safety inspections conducted by state or local fire officials?

Yes  No

If 'Yes', Date of Inspection

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Were any violations identified?

Yes  No

Have those violations been corrected?

Yes  No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes  No

### **Control of Dangerous Materials**

Does the facility have procedures for the maintenance, inventory, and storage of flammable, toxic, and caustic materials and chemicals?

Yes  No

Does the facility have adequate personal protective equipment for the safe handling of chemicals?

Yes  No

Does the facility receive training on the safe use of each chemical?

Yes  No

If yes to the above question, is the training documented?

Yes  No

### **Clothing, Laundry and Bedding**

Are all prisoners issued at least two clean sets of temperature appropriate and properly sized clothing, to include uniforms, socks, underwear, t-shirts, braziers, and shoes?

Yes  No

Do prisoners have access to laundry facilities, or the ability to have their clothing items washed?

Yes  No

Do all prisoners receive adequate bedding, to include blanket, sheets, mattress and pillow?

Yes  No

How often is bedding washed or exchanged? (Weekly, Every 2 weeks, Every 3 weeks, Monthly, Every other month, Never)

Are exceptions to the laundry schedule made when clothes are soiled?

Yes  No

Are exceptions to the linen schedule made when linen and mattresses are soiled?

Yes  No

Are mattresses a minimum of 12 inches from the floor?

Yes  No

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**Housing**

Are single cells a minimum of 56 square feet?

Yes  No

Are double cells a minimum of 72.5 square feet?

Yes  No

Does the facility triple bunk or use boat beds?

Yes  No

How many times did the facility triple bunk or use boat beds since the last USMS DFR (if applicable)?

**Personal Hygiene**

Are the following available at no cost:

Soap?  Yes  No

Toothpaste?  Yes  No

Razors?  Yes  No

Shampoo?  Yes  No

Sanitary Napkins?  Yes  No

Tampons?  Yes  No

Do all prisoners have 24/7 access to an operable toilet?

Yes  No

Do all prisoners have 24/7 access to a washbasin with hot and cold running water?

Yes  No

**Physical Facility and Equipment**

Is the facility kept clean and in good repair?

Yes  No

Is all facility equipment in proper working order?

Yes  No

Is there any evidence or sign of mold?

Yes  No

Is there any evidence or sign of insects?

Yes  No

Is there any evidence or sign of rodents?

Yes  No

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Does the facility have adequate environmental controls to provide for indoor prisoner living conditions with air temperatures maintained between 69 and 76 degrees?

Yes  No

## **SERVICE AND PROGRAMS**

---

### **Classification, Review, and Housing**

---

Does the facility have a procedure for prisoner classification, placement, and management?

Yes  No

Does the facility regularly review a prisoner's behavior or circumstances to determine housing placement?

Yes  No

Are all USMS prisoners clearly identified in the facility's classification system?

Yes  No

### **Copay and Fees**

---

Are prisoners charged a fee for haircuts?

Yes  No

If 'Yes', are all prisoners charged the same fee?

Yes  No

Are prisoners charged a fee for meals?

Yes  No

If 'Yes', are all prisoners charged the same fee?

Yes  No

Are prisoners charged a fee for medical co-pay?

Yes  No

If yes, are all prisoners charged the same fee?

Yes  No

### **Religious Practices**

---

Do prisoners have the opportunity to participate in the religious practice of their faith?

Yes  No

### **Volunteer Work Assignments**

---

Does the facility ensure that un-sentenced prisoners are not required to work unless they volunteer to do so?

Yes  No

Does the facility pay prisoners for work?

Yes  No

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Are USMS prisoners assigned to work outside of the secure perimeter of the facility?

Yes  No

Does the facility document all USMS prisoner work assignments?

Yes  No

### **Prisoner Grievance Program**

---

Is a grievance procedure that includes at least one level of appeal available to all prisoners?

Yes  No

### **Juveniles**

---

Does the facility house juveniles? If 'No', move to next section.

Yes  No

Does the facility have procedures for housing juveniles?

Yes  No

Does the facility house prisoners between 18-21 who are charged as juveniles?

Yes  No

Does the facility ensure the special diet, exercise, and education needs of juvenile prisoners are met?

Yes  No

Does the facility place prisoners under 21 who are charged as juveniles in restrictive housing?

Yes  No

Does the facility ensure that voluntary and involuntary restrictive housing of prisoners under 21 who are charged as juveniles are removed from restrictive housing every 3 hours?

Yes  No

Does the facility immediately report juvenile segregation or restrictive housing of USMS juvenile prisoners?

Yes  No

### **Exercise and Out-of-Cell Opportunities**

---

Does the facility provide prisoners with opportunity for exercise and out-of-cell time?

Yes  No

### **Telephone Access**

---

Do prisoners have adequate access to telephones?

Yes  No

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**Access to the Courts and Legal Materials**

---

Do prisoners have access to the courts?

Yes  No

Do prisoners have access to legal material/law library?

Yes  No

**Access to Legal Representation**

---

Do the prisoners have confidential access to counsel via telephone?

Yes  No

Do the prisoners have confidential access to counsel via written correspondence?

Yes  No

Do the prisoners have confidential access to counsel via visitation?

Yes  No

**Visitation**

---

Does the facility have a prisoner visitation program?

Yes  No

Does the prisoner visiting room have barriers to prevent contact visitation?

Yes  No

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**CONCLUSION****Other Notes**

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

**Additional Points of Contact**

<b>Title</b>	<b>Name</b>		
<input type="text"/>			
<b>Type of Contact</b>	<b>Phone Number</b>	<b>Extension</b>	<b>Email Address</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Detention Facility Review (DFR) Certification**

*I certify that this facility was inspected by an 0082 or 1811 with a current [USM-222](#), Additional Duty Designation designating them as a Detention Facility Inspector and that applicable [Corrective Action Recommendations](#) were provided to the facility.*

<b>Performed By</b>	<b>Title</b>	<b>Date</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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**NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR AGREEMENTS**

I, Patrick Swain, do hereby certify that we are the Manager/Chief Financial Officer of the Jefferson County, Texas (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Jefferson County Ecosystem Restoration Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor' obligations under the Design Agreement, Between the Department of the Army and the Jefferson County, Texas for the Jefferson County Ecosystem Restoration Project.

IN WITNESS WHEREOF, we have made and executed this certification this 22 day of February 2022.

FOR THE JEFFERSON COUNTY:

BY: 

TITLE: County Auditor

DATE: 2/22/2022

Form #2204 Rev. 10/2011

This space reserved for office  
use

Submit to:  
**SECRETARY OF STATE**  
 Government Filings Section  
 P O Box 12887  
 Austin, TX 78711-2887  
 512-463-6334

Filing Fee: None



**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, Davilyn Walston, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of Commissioner to the JCESD NO 4 of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

  
 Signature of Officer

State of Texas)  
 County of Jefferson)

Sworn to and subscribed before me  
 this

(seal)

22nd day of February, 2022.

  
 Signature of Notary Public or Other Officer  
 Administering Oath

JEFF BRANICK  
 Printed or Typed Name

Form #2201 Rev. 10/2011

This space reserved for office  
use

**Submit to:**  
**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**512-463-5569 - Fax**  
**Filing Fee: None**

**STATEMENT OF OFFICER****Statement**

I, Davilyn Walston, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

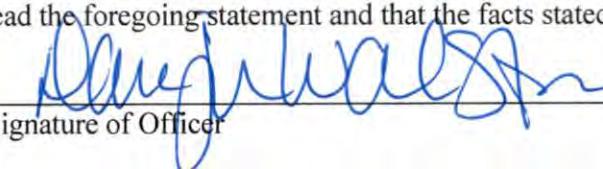
Position to Which Elected/Appointed: Commissioner to the JCESD NO 4

City and/or County: JEFFERSON

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 2.22.2022

  
Signature of Officer

Revised 10/2011

**Special, February 22, 2022**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, February 22, 2022