

*Notice of Meeting and Agenda*  
*May 10, 2022*

**Regular, 5/10/2022 10:30:00 AM**

BE IT REMEMBERED that on May 10, 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 (ABSENT)

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:

**Notice of Meeting and Agenda**  
**May 10, 2022**

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
May 10, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **10th** day of **May 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 **Regular** meeting 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:

**1:30 p.m.-WORKSHOP- Update on American Rescue Plan Act (ARPA) Funding Request.**

**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)**

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**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.**

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

**PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four**

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**May 10, 2022**

**PURCHASING:**

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

SEE ATTACHMENTS ON PAGES 9 - 11

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush, Alfred**

**Action: APPROVED**

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

SEE ATTACHMENTS ON PAGES 12 - 16

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush, Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

(a). Consider and approve budget transfer– Road & Bridge Pct. 3 – additional cost for repairs.

SEE ATTACHMENTS ON PAGES 17 - 19

113-0302-431-3084	MINOR EQUIPMENT		\$3,815.00
113-0305-431-4011	EQUIPMENT- MISCELLANEOUS	\$3,815.00	

**Motion by: Alfred**

**Second by: Bush**

**In Favor: Branick, Pierce, Bush, Alfred**

**Action: APPROVED**

(b). Consider and approve subrecipient agreement, with Tender Loving Care Center for Children, dba Legacy Community Development Corp for the purpose of administering the Emergency Rental Assistance Program round II funds (ERAP 2).

SEE ATTACHMENTS ON PAGES 20 - 49

**Notice of Meeting and Agenda**  
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**Motion by: Alfred**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush, Alfred**  
**Action: APPROVED**

(c). Consider and approve budget transfer – Road & Bridge Pct. 4 – replace one computer and upgrade three computers.

SEE ATTACHMENTS ON PAGES 50 - 50

114-0402-431-1028	LABORERS	\$1,730.00	
114-0409-431-6002	COMPUTER EQUIPMENT	\$1,730.00	

**Motion by: Alfred**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush, Alfred**  
**Action: APPROVED**

(d). Regular County Bills – check #494826 through check #495064.

SEE ATTACHMENTS ON PAGES 51 - 59

**Motion by: Alfred**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush, Alfred**  
**Action: APPROVED**

**COUNTY COMMISSIONERS:**

(a). Consider and possibly appoint an additional member to the Jefferson County Sexual Assault Response Team (SART) to include Brenda Garrison as the Sexual Assault Nurse Examiner and Captain Trish Molfino as the designee of the Sheriff to comply with Subchapter J, Chapter 351, Local Government Code.

NO ATTACHMENTS

**Motion by: Alfred**  
**Second by: Pierce**  
**In Favor: Branick, Pierce, Bush, Alfred**  
**Action: APPROVED**

**ADDENDUMS:**

(b). Consider, possibly approve, authorize the County to execute, receive and file a Special Warranty Deed from Jefferson County to Jefferson County Drainage District # 7 (DD7) to enable DD7 to construct a detention pond along Rodair Gulley south of FM 3514 to improve storm drainage.

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**May 10, 2022**

SEE ATTACHMENTS ON PAGES 60 - 67

**Motion by: Alfred**  
**Second by: Pierce**  
**In Favor: Branick, Pierce, Bush, Alfred**  
**Action: APPROVED**

**ENGINEERING DEPARTMENT:**

(a).Execute, receive and file Pipeline Permit 03-P-22 to Florida Gas Transmission Company, LLC for the purpose of constructing, maintaining or repairing a pipe line for distribution along Labelle Road and Ridgeliagh Road. This project is located in Precinct 2.

SEE ATTACHMENTS ON PAGES 68 - 77

**Motion by: Alfred**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush, Alfred**  
**Action: APPROVED**

(b).Execute, receive and file Overweight Vehicle Permit 02-OW-22 and Road Use Agreement to Florida Gas Transmission Company, LLC for the purpose of pipeline construction and movement of materials along Labelle Road and Ridgeliagh Road. This project is located in Precinct 2.

SEE ATTACHMENTS ON PAGES 78 - 86

**Motion by: Alfred**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush, Alfred**  
**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

(a).Receive and file U.S. Department of Justice, United States Marshal Service modifications no. 19, 20 and 21 to the current inter-governmental agreement 78-01-0077.

SEE ATTACHMENTS ON PAGES 87 - 117

**Motion by: Alfred**  
**Second by: Pierce**  
**In Favor: Branick, Pierce, Bush, Alfred**  
**Action: APPROVED**

**OTHER BUSINESS:**

*Notice of Meeting and Agenda*  
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**\*\*\*DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA  
WITHOUT TAKING ACTION.**

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

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**Jeff R. Branick  
County Judge**

*Notice of Meeting and Agenda*  
*May 10, 2022*

**REGULAR MEETING**

**May 10, 2022**

There being no further business to come before the Court at this time, the meeting is adjourned on this date, May 10, 2022.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent *dc*

Date: May 4, 2022

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

May 10, 2022

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CONSTABLE PCT. 4	FELLOWS POWER SHREDDER PS60CC		28470
CONSTABLE PCT. 4	MAUVE ROLLER CHAIR		9904
CONSTABLE PCT. 4	CAMCORDER		29974
<i>contact person: Lillian Picou</i>			
CRIME LAB	STREAMLIGHT FLASHLIGHT - SMALL		
CRIME LAB	STREAMLIGHT FLASHLIGHT - LARGE		
CRIME LAB	ASUS TABLET		35069
CRIME LAB	HP ENVY 5530 PRINTER	CN47T264SY	35067
CRIME LAB	HP ENVY 5530 PRINTER	CN47T26641	
CRIME LAB	ZEBRA PRINTER TLP 2844		33443
CRIME LAB	ZEBRA PRINTER GX 420T		34170
CRIME LAB	ACROPRINT/TIME STAMP		28549
CRIME LAB	BROTHER ML300 TYPEWRITER	L5P304999	
CRIME LAB	HP KEYBOARD		
CRIME LAB	SUNNEX LAMP		13369
CRIME LAB	OHaus CS200 BALANCE		
CRIME LAB	LIGHT METER		28551
CRIME LAB	PELICAN LIGHT 9430 RAWLS	012291	
CRIME LAB	PELICAN LIGHT 9430 RAWLS	012001	
CRIME LAB	BELKIN BATTERY BACK-UP	H4107905697W0	
<i>contact person: Emily Esquivel</i>			
ENGINEERING	DRAFTING TABLE		11417
ENGINEERING	DRAFTING TABLE		11441
ENGINEERING	TYPEWRITER		
ENGINEERING	LAMP		
ENGINEERING	TYPEWRITER TABLE		11496

Approved by Commissioners' Court: \_\_\_\_\_

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

## DISPOSAL OF SALVAGE PROPERTY

May 10, 2022

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
contact person: Carol Bowman			
PRINTING	DUPLO DC-10 COLLATOR		24744
<i>contact person: Kevin Bass</i>			

Approved by Commissioners' Court: \_\_\_\_\_



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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

**MEMORANDUM**

To: Commissioners' Court

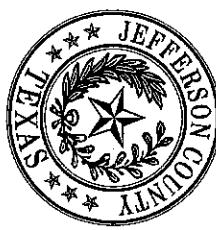
From: Deborah Clark  
Purchasing Agent

Date: May 4, 2022

Re: Disposal of Scrap Property

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

Thank you.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Scrap*  
**DISPOSAL OF SALVAGE PROPERTY**

Date: 4-22-22

Department: Sheriff's Office - Correctional Facility

Contact Person: Mistey Reeves

Phone: 726-2520

Fax: 720-4031

Department Head Approval: 

Approved in Com. Court: 

Description of Property	Serial No.	Asset No.	Condition of Property
25 Metal Bunks	N/A	N/A	Broken
6 Filing Cabinets (4 Drawer)	N/A	N/A	Broken
Refrigerator	N/A	N/A	Broken
2 Metal Tables	N/A	N/A	Broken
Safe	N/A	N/A	Broken
8 Metal Poles	N/A	N/A	Broken
2 Metal Racks	N/A	N/A	Broken
Desk	N/A	N/A	Broken



**JEFFERSON COUNTY PURCHASING DEPARTMENT**

**DISPOSAL OF SALVAGE PROPERTY**

*Scrap*

Date: 4-22-22

Department: Sheriff's Office - Correctional Facility

Contact Person: Mistey Reeves

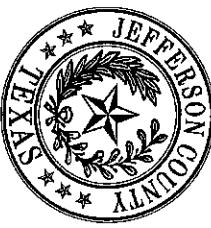
Phone: 726-2520

Fax: 720-4031

Department Head Approval: \_\_\_\_\_

Approved in Com. Court: \_\_\_\_\_

Description of Property	Serial No.	Asset No.	Condition of Property
10 Metal Shelves	N/A	N/A	Broken
Metal Electrical Box	N/A	N/A	Broken
10 Metal Poles	N/A	N/A	Broken
2 Metal Cabinets	N/A	N/A	Broken
2 Mufflers	N/A	N/A	Broken
4 Metal Doors	N/A	N/A	Broken
3 File Cabinets (4 Drawer)	N/A	N/A	Broken
2 File Cabinets (2 Drawer)	N/A	N/A	Broken



**JEFFERSON COUNTY PURCHASING DEPARTMENT**

**DISPOSAL OF *Scrap* SALVAGE PROPERTY**

Date: 4-22-22

Department: Sheriff's Office - Correctional Facility

Contact Person: Mistey Reeves

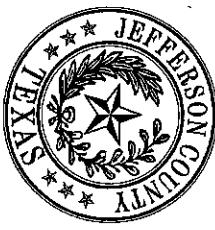
Phone: 726-2520

Fax: 720-4031

Department Head Approval: \_\_\_\_\_

Approved in Com. Court: \_\_\_\_\_

Description of Property	Serial No.	Asset No.	Condition of Property
21 Metal Poles	N/A	N/A	Broken
4 Metal Desks	N/A	N/A	Broken
1 Metal Cabinet	N/A	N/A	Broken
6 Picnic Table Bottoms	N/A	N/A	Broken
Stove	N/A	N/A	Broken
3 Metal Tables	N/A	N/A	Broken
12 Metal Racks	N/A	N/A	Broken
6 Metal Casings	N/A	N/A	Broken



JEFFERSON COUNTY PURCHASING DEPARTMENT

*Salvage*  
DISPOSAL OF SALVAGE PROPERTY

Date: 4-22-22

Department: Sheriff's Office - Correctional Facility

Contact Person: Mistey Reeves

Phone: 726-2520

Fax: 720-4031

Department Head Approval: \_\_\_\_\_

Approved in Com. Court: \_\_\_\_\_

Description of Property	Serial No.	Asset No.	Condition of Property
2 Metal Sinks	N/A	N/A	Broken

**Jefferson County  
Precinct #3**

# Memo

To: Fran Lee  
From: Kimberly Doyle  
CC:  
Date: May 3, 2022  
Re: Budget Transfer

This will have to go to court for approval, so can you please put it on the agenda.

Please move from account 113-0302-431-3084 Minor Equipment  
\$3815.00

and put into account 113-0305431-4011 Equipment Miscellaneous  
it's for the repairs on D-9 Case Motor Grader

If you have any questions please give me a call (409) 736-2851

Thank You

  
\_\_\_\_\_  
Kimberly Doyle  
Precinct #3

(800) 687-0008  
www.AscEq.com

REMIT TO  
ASCO EQUIPMENT  
P.O. BOX 3888  
LUBBOCK, TX 79452

ASCO EQUIPMENT  
5980 MARTIN LUTHER KING RD  
BEAUMONT TX 77705  
(409) 212-8100

SERVICE INVOICE  
(PROFORMA)

## INVOICE TO:

JEFFERSON CO. PCT 3  
5700 JADE AVE  
PORT ARTHUR TX 77640-1018  
(409) 736-2851

## WORK SITE:

JEFFERSON CO. PCT 3  
24420 HIGHWAY 124  
HAMSHIRE TX 77662

Mode of Payment: On Account

ORDER NO	CUSTOMER NO	CUSTOMER PO REQUIRED	DATE	PAYMENT TERMS
SWO233487	BP0026236		04-27-2022	Net 30
SALESPERSON: Hunter Hopkins CONTACT: JEFF COLLINS 713-261-3882		SERVICE ORDER: SWO233487 REF:		

Case MODEL: 885B S/N: NHAF06608 CUST UNIT: UNIT: EQ0095919 METER: 609.00

SEGMENT: 1 TRAVEL ISSUE Field Repair

SEGMENT TYPE: Chargeable

Case MODEL: 885B S/N: NHAF06608 CUST UNIT: UNIT: EQ0095919 METER: 609.00

WORK SITE: JEFFERSON CO. PCT 3 24420 HIGHWAY 124 HAMSHIRE TX 77662

RECEIVED

LOCATION:

## WORK DESCRIPTION:

TRAVEL ISSUE

LOCATION - 24420 HWY 124, HAMSHIRE 77662  
CONTACT - JEFFERY COLLINS - 713-261-3882

MAY 02 2022

BY: R&amp;B #3

## CORRECTION:

4/11/2022 - DANIEL HAMMOND, 52 MILES  
609HRS

TRAVEL TO MACHINE, CHECK WITH CUSTOMER ABOUT ISSUE, CHECK MACHINE, BOTH RED AND YELLOW STOP SIGNALS ON DISPLAY, CONNECT LAPTOP AND CHECK CODES, SAVE CODES, SAVE CONTROLLER INFORMATION, CODES NO GOOD IN EST, OPEN EASY TOOL, THROTTLE CHECK DATA FAILURE, SAVE CODES, OPEN EST AND CHECK LIVE DATA, SIGNAL DROP OFF IN THROTTLE CIRCUIT, DEAD SPOT IN THROTTLE PEDAL ASSEMBLY, CONFIRM DIAGNOSIS WITH ETIM, CHECK PART LIST, SEND PART INFO TO OFFICE WITH INSTRUCTIONS FROM CUSTOMER TO ORDER AND SEND QUOTE, WILL RETURN TO INSTALL AND CALIBRATE

DANIEL HAMMOND, 4-13-22,

TRAVEL TO MACHINE WITH PART, REMOVE ACCESS PANEL, REMOVE OLD SENSOR, INSTALL AND CALIBRATE NEW SENSOR PER DIRECTIONS, CONNECT LAPTOP, CLEAR CODES, RUN MACHINE, NEW CODE, CODE NOT DESCRIBED IN EST DIRECTED TO EASY, CODE IN EASY, SAVE CODE, LOOK UP IN ETIM, CODE NOT LISTED, SEARCH, CODE NOT FOUND, CHECK CHASSIS WIRING AND SENSOR INPUTS AND OUTPUTS PER ETIM DIRECTIONS IN KNOWLAGE ARTICLE, NO ISSUES FOUND, VOLTAGE AND SENSOR OUTPUT AND GROUND CHECK GOOD, UPDATE SOFTWARE IN ECU, RECHECK SYSTEM, CODE STILL NOT AVAILABLE IN EST, MACHINE WILL IDLE WITHOUT ISSUE BUT IF THROTTLE USED MACHINE AUTO REVS TO 1500RPM AND THROWS CODE, NOTIFY CUSTOMER THAT ISSUE NOT REPAIRED AND NOT TO USE MACHINE,

DANIEL HAMMOND, 4-21-22,  
52 MILES

TRAVEL TO MACHINE, REMOVE OLD THROTTLE SYSTEM, DISASSEMBLE THROTTLE ASSEMBLY AND TRANSFER REUSED COMPONENTS TO NEW THROTTLE, REMOVE UNUSED COMPONENTS FROM NEW THROTTLE, INSTALL, TEST, GOOD, CUSTOMER TESTED MACHINE, AGREED ALL GOOD-- REPAIR COMPLETE.

ITEM / Lot ID	DESCRIPTION	QTY	B/O	PRICE	CORE	TOTAL
47896536	PEDAL FREIGHT	1 1.00	0	2,359.50 67.24		2,359.50 67.24

(800) 687-0008  
www.AscEq.com



REMIT TO  
ASCO EQUIPMENT  
P.O. BOX 3888  
LUBBOCK, TX 79452

ASCO EQUIPMENT  
5980 MARTIN LUTHER KING RD  
BEAUMONT TX 77705  
(409) 212-8100

SERVICE INVOICE  
(PROFORMA)

ITEM / Lot ID	DESCRIPTION	QTY	B/O	PRICE	CORE	TOTAL
	MILEAGE	102.00		3.25		331.50
	SHOP SUPPLIES/ENVIRONMENTAL	1.00		183.79		183.79
LABOR						1,490.00
SEGMENT 1 TOTAL:						
2,359.50 PARTS	1,490.00 LABOR		582.53 MISC.		0.00 TAX	4,432.03 TOTAL

PARTS	2,359.50
LABOR	1,490.00
MISC.	582.53
SALES TAX	0.00
TOTAL INVOICE	4,432.03

PO#

RECEIVED

MAY 02 2022

BY: R&amp;B #3

PAGE NO: 2 of 3

Agreement Between  
Jefferson County, Texas  
and the Tender Loving Care Center for Children  
dba Legacy Community Development Corp

This Agreement is made on the 10th day of May 2022, by and between the Tender Loving Care Center for Children dba Legacy Community Development Corp (TLCCC dba Legacy CDC), a 501(c)(3) corporation, and Jefferson County, hereinafter referred to as the "the County".

WHERAS, the County has entered into contract #1505-0270 (Attachment A) with the U.S. Department of The Treasury to conduct the Emergency Rental Assistance Program Round II, hereinafter referred to as "ERAP 2," and

WHEREAS, the County and the TLCCC dba Legacy CDC have investigated and determined that it would be advantageous for TLCCC dba Legacy CDC to administer and distribute the ERAP 2 funds to Jefferson County residents; and

WHEREAS, the County wishes to engage TLCCC dba Legacy CDC to administer and distribute the ERAP 2 funds on behalf of Jefferson County, therefore Jefferson County and TLCCC dba Legacy CDC agree as follows:

**Services to be Performed**

Jefferson County agrees to engage TLCCC dba Legacy CDC to administer and distribute the ERAP 2 funds to eligible Jefferson County residents as outlined in attachment B.

**Duration of Agreement**

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 10th day of May 2022. This contract expires at midnight on December 31, 2025.

**Compensation**

The County shall compensate TLCCC dba Legacy CDC for the services referred to in this agreement in accordance with the guidelines outlined in attachment B.

**Relationship of Parties**

The parties intend that TLCCC dba Legacy CDC, in performing services specified in this agreement, shall act as a subrecipient of the County, and neither TLCCC dba Legacy CDC, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of Jefferson County and shall not be entitled to participate in any pension or other benefits that Jefferson County provides its employees.

**Notice to Parties**

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to the County shall be sufficient if made or addressed to the office of

Judge Jeff Branick.  
1149 Pearl 4<sup>th</sup> Floor  
Beaumont, TX 77701

Notice to TLCCC dba Legacy CDC shall be sufficient if made or addressed to the office of

Vivian Ballou  
Executive Director, Legacy Development Corp  
3800 Park Lane  
Port Arthur, Texas, 77642

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

**Miscellaneous Provisions****Indemnification**

TLCCC dba Legacy CDC agrees to promptly defend, indemnify and hold Jefferson County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of TLCCC dba Legacy CDC, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

**Entire Agreement**

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Jefferson County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

---

Jeff R. Branick

County Judge

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Vivian Ballou

Executive Director

TLCCC dba Legacy CDC

## Attachment A

OMB Approved No.: 1505-0270  
 Expiration Date: 10/31/2021

**U.S. DEPARTMENT OF THE TREASURY**  
**EMERGENCY RENTAL ASSISTANCE**

Eligible grantee name and address:	DUNS Number: 010807535
County of Jefferson, Texas 1149 Pearl 7th Floor Beaumont, Texas, 77701-3638	Taxpayer Identification Number: 746000291
	Assistance Listing Number and Title: 21.023-Emergency Rental Assistance Program

Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance.

The eligible grantee hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:

  
 Jeff Branick

29B257162610485...

Authorized Representative Signature (above)

[To be signed by chief executive officer if recipient is a local government.]

Authorized Representative Name:

Jeff Branick

Authorized Representative Title:

County Judge

Date Signed:

8/4/2021

U.S. Department of the Treasury:



Authorized Representative: Jacob Leibenluft

Title: Chief Recovery Officer

Date: 8/9/2021

**PAPERWORK REDUCTION ACT NOTICE:** The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**PRIVACY ACT STATEMENT**

**AUTHORITY:** Solicitation of this information is authorized by the American Rescue Plan Act of 2021, Title III, Pub. L. No. 117-2.

**PURPOSE:** Treasury is required by the American Rescue Plan Act of 2021 to identify eligible grantees/recipients to provide emergency rental assistance to individuals who qualify for relief under the Act. Eligible grantees/recipients are state, local, and territorial governments which identify households requiring relief according to requirements contained in the Act. Treasury maintains contact information for authorized representatives and contact persons for the purpose of communicating with eligible grantees regarding issues related to implementation of the Act.

**ROUTINE USES:** The information you furnish may be shared in accordance with the routine uses outlined in the Treasury's system of records notice, Treasury .017 - Correspondence and Contact Information, which can be found at 81 FR 78266 (Nov. 7, 2016).

**DISCLOSURE:** Disclosure of this information to Treasury is required in order to comply with the requirements the American Rescue Plan Act of 2021. Disclosure of this information is voluntary; however, grantees/recipients that do not disclose contact information will be unable to communicate with Treasury on issues related to their obligations under the Act and this may affect the status of their award.

## Attachment A

OMB Approved No.: 1505-0270  
 Expiration Date: 10/31/2021

**U.S. DEPARTMENT OF THE TREASURY**  
**EMERGENCY RENTAL ASSISTANCE**  
**AWARD TERMS AND CONDITIONS**

**1. Use of Funds.** Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the "Guidance").

**2. Reallocation of Funds.** Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).

**3. Assistance to Eligible Households.** Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.

**4. Period of Performance.** The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.

**5. Administrative costs.**

- a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
- b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

**6. Reporting.** Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

**7. Maintenance of and Access to Records.**

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after the period of performance.

**8. Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.

**9. Compliance with Applicable Law and Regulations.**

- a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

## Attachment A

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

## Attachment A

- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

**14. Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

**15. Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**16. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.**17. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## Attachment B

**Subtitle B—Housing Provisions****SEC. 4201. EMERGENCY RENTAL ASSISTANCE.****(a) FUNDING.—**

(1) **APPROPRIATION.**—In addition to amounts otherwise available, there is appropriated to the Secretary of the Treasury for fiscal year 2021, out of any money in the Treasury not otherwise appropriated, \$21,550,000,000, to remain available until September 30, 2027, for making payments to eligible grantees under this section—

(2) **RESERVATION OF FUNDS.**—Of the amount appropriated under paragraph (1), the Secretary shall reserve—

(A) \$305,000,000 for making payments under this section to the Commonwealth of Puerto Rico, the United States

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Virgin Islands, Guam, the Commonwealth of the Northern Marianas Islands, and American Samoa;

(B) \$30,000,000 for costs of the Secretary for the administration of emergency rental assistance programs and technical assistance to recipients of any grants made by the Secretary to provide financial and other assistance to renters;

(C) \$3,000,000 for administrative expenses of the Inspector General relating to oversight of funds provided in this section; and

(D) \$2,500,000,000 for payments to high-need grantees as provided in this section.

## (b) ALLOCATION OF FUNDS TO ELIGIBLE GRANTEES.—

## (i) ALLOCATION FOR STATES AND UNITS OF LOCAL GOVERNMENT.—

(A) IN GENERAL.—The amount appropriated under paragraph (1) of subsection (a) that remains after the application of paragraph (2) of such subsection shall be allocated to eligible grantees described in subparagraphs (A) and (B) of subsection (f)(1) in the same manner as the amount appropriated under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116–260) is allocated to States and units of local government under subsection (b)(1) of such section, except that section 501(b) of such subtitle A shall be applied—

(i) without regard to clause (i) of paragraph (1)(A);

(ii) by deeming the amount appropriated under paragraph (1) of subsection (a) of this Act that remains after the application of paragraph (2) of such subsection to be the amount deemed to apply for purposes of applying clause (ii) of section 501(b)(1)(A) of such subtitle A;

(iii) by substituting “\$152,000,000” for “\$200,000,000” each place such term appears;

(iv) in subclause (I) of such section 501(b)(1)(A)(v), by substituting “under section 3201 of the American Rescue Plan Act of 2021” for “under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021”; and

(v) in subclause (II) of such section 501(b)(1)(A)(v), by substituting “local government elects to receive funds from the Secretary under section 3201 of the American Rescue Plan Act of 2021 and will use the funds in a manner consistent with such section” for “local government elects to receive funds from the Secretary under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 and will use the funds in a manner consistent with such section”.

(B) PRO RATA ADJUSTMENT.—The Secretary shall make pro rata adjustments in the amounts of the allocations determined under subparagraph (A) of this paragraph for entities described in such subparagraph as necessary to ensure that the total amount of allocations made pursuant to such subparagraph does not exceed the remainder appropriated amount described in such subparagraph.

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(2) ALLOCATIONS FOR TERRITORIES.—The amount reserved under subsection (a)(2)(A) shall be allocated to eligible grantees described in subsection (D)(1)(C) in the same manner as the amount appropriated under section 501(a)(2)(A) of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116–260) is allocated under section 501(b)(3) of such subtitle A to eligible grantees described under subparagraph (C) of such section 501(b)(3), except that section 501(b)(3) of such subtitle A shall be applied—

(A) in subparagraph (A), by inserting “of section 3201 of the American Rescue Plan Act of 2021” after “the amount reserved under subsection (a)(2)(A)”; and

(B) in clause (i) of subparagraph (B), by substituting “the amount equal to 0.8 percent of the amount appropriated under subsection (a)(1)” with “the amount equal to 0.3 percent of the amount appropriated under subsection (a)(1) of section 3201 of the American Rescue Plan Act of 2021”.

(3) HIGH-NEED GRANTEES.—The Secretary shall allocate funds reserved under subsection (a)(2)(D) to eligible grantees with a high need for assistance under this section, with the number of very low-income renter households paying more than 50 percent of income on rent or living in substandard or overcrowded conditions, rental market costs, and change in employment since February 2020 used as the factors for allocating funds.

## (c) PAYMENT SCHEDULE.—

(1) IN GENERAL.—The Secretary shall pay all eligible grantees not less than 40 percent of each such eligible grantee’s total allocation provided under subsection (b) within 60 days of enactment of this Act.

(2) SUBSEQUENT PAYMENTS.—The Secretary shall pay to eligible grantees additional amounts in tranches up to the full amount of each such eligible grantee’s total allocation in accordance with a procedure established by the Secretary, provided that any such procedure established by the Secretary shall require that an eligible grantee must have obligated not less than 75 percent of the funds already disbursed by the Secretary pursuant to this section prior to disbursement of additional amounts.

## (d) USE OF FUNDS.—

(1) IN GENERAL.—An eligible grantee shall only use the funds provided from payments made under this section as follows:

## (A) FINANCIAL ASSISTANCE.—

(i) IN GENERAL.—Subject to clause (ii) of this subparagraph, funds received by an eligible grantee from payments made under this section shall be used to provide financial assistance to eligible households, not to exceed 18 months, including the payment of—

(I) rent;

(II) rental arrears;

(III) utilities and home energy costs;

(IV) utilities and home energy costs arrears;

and

(V) other expenses related to housing, as defined by the Secretary.

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(ii) **LIMITATION.**—The aggregate amount of financial assistance an eligible household may receive under this section, when combined with financial assistance provided under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116–260), shall not exceed 18 months.

(B) **HOUSING STABILITY SERVICES.**—Not more than 10 percent of funds received by an eligible grantee from payments made under this section may be used to provide case management and other services intended to help keep households stably housed.

(C) **ADMINISTRATIVE COSTS.**—Not more than 15 percent of the total amount paid to an eligible grantee under this section may be used for administrative costs attributable to providing financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities, including for data collection and reporting requirements related to such funds.

(D) **OTHER AFFORDABLE RENTAL HOUSING AND EVICTION PREVENTION ACTIVITIES.**—An eligible grantee may use any funds from payments made under this section that are unobligated on October 1, 2022, for purposes in addition to those specified in this paragraph, provided that—

- (i) such other purposes are affordable rental housing and eviction prevention purposes, as defined by the Secretary, serving very low-income families (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))); and
- (ii) prior to obligating any funds for such purposes, the eligible grantee has obligated not less than 76 percent of the total funds allocated to such eligible grantee in accordance with this section.

(2) **DISTRIBUTION OF ASSISTANCE.**—Amounts appropriated under subsection (a)(1) of this section shall be subject to the same terms and conditions that apply under paragraph (4) of section 501(c) of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116–260) to amounts appropriated under subsection (a)(1) of such section 501.

(e) **REALLOCATION OF FUNDS.**—

(1) **IN GENERAL.**—Beginning March 31, 2022, the Secretary shall reallocate funds allocated to eligible grantees in accordance with subsection (b) but not yet paid in accordance with subsection (c)(2) according to a procedure established by the Secretary.

(2) **ELIGIBILITY FOR REALLOCATED FUNDS.**—The Secretary shall require an eligible grantee to have obligated 50 percent of the total amount of funds allocated to such eligible grantee under subsection (b) to be eligible to receive funds reallocated under paragraph (1) of this subsection.

(3) **PAYMENT OF REALLOCATED FUNDS BY THE SECRETARY.**—The Secretary shall pay to each eligible grantee eligible for a payment of reallocated funds described in paragraph (2) of this subsection the amount allocated to such eligible grantee in accordance with the procedure established by the Secretary in accordance with paragraph (1) of this subsection.

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(4) USE OF REALLOCATED FUNDS.—Eligible grantees may use any funds received in accordance with this subsection only for purposes specified in paragraph (1) of subsection (d).

(5) DEFINITIONS.—In this section:

(1) ELIGIBLE GRANTEE.—The term “eligible grantee” means any of the following:

(A) The 50 States of the United States and the District of Columbia.

(B) A unit of local government (as defined in paragraph (5)).

(C) The Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

(2) ELIGIBLE HOUSEHOLD.—The term “eligible household” means a household of 1 or more individuals who are obligated to pay rent on a residential dwelling and with respect to which the eligible grantee involved determines that—

(A) 1 or more individuals within the household has—

(i) qualified for unemployment benefits; or

(ii) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;

(B) 1 or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and

(C) the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))).

(3) INSPECTOR GENERAL.—The term “Inspector General” means the Inspector General of the Department of the Treasury.

(4) SECRETARY.—The term “Secretary” means the Secretary of the Treasury.

(5) UNIT OF LOCAL GOVERNMENT.—The term “unit of local government” has the meaning given such term in section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116–260).

(g) AVAILABILITY.—Funds provided to an eligible grantee under a payment made under this section shall remain available through September 30, 2025.

(h) EXTENSION OF AVAILABILITY UNDER PROGRAM FOR EXISTING FUNDING.—Paragraph (1) of section 501(e) of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116–260) is amended by striking “December 31, 2021” and inserting “September 30, 2022”.

**U.S. Department of the Treasury  
Emergency Rental Assistance  
Frequently Asked Questions**

Revised August 25, 2021

The Department of the Treasury (Treasury) is providing these frequently asked questions (FAQs) as guidance regarding the requirements of the Emergency Rental Assistance program (ERA1) established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) and the Emergency Rental Assistance program (ERA2) established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021).

These FAQs apply to both ERA1 and ERA2, except where differences are specifically noted. References in these FAQs to “the ERA” apply to both ERA1 and ERA2. These FAQs will be supplemented by additional guidance.<sup>1</sup> Grantees must establish policies and procedures to govern the implementation of their ERA programs consistent with the statutes and these FAQs. To the extent that these FAQs do not provide specific guidance on a particular issue, a grantee should establish its own policy or procedure that is consistent with the statutes and follow it consistently.

**1. Who is eligible to receive assistance in the ERA and how should a grantee document the eligibility of a household?**

A grantee may only use the funds provided in the ERA to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the grantee must determine that:

- i. for ERA1:
  - a. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak;
  - b. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and

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<sup>1</sup> On January 19, 2021, initial FAQs were released for ERA1. On February 22, 2021, the initial FAQs were revised to, among other things, clarify program requirements and provide additional flexibility with respect to documenting the eligibility of households. On March 16, 2021, FAQ 7 was revised to add rental security deposits as a permissible relocation expense and clarify that application or screening fees are permissible rental fees and FAQs 26–28 were added. On March 25, 2021, FAQ 29 was added. On May 7, 2021, these FAQs were revised to provide initial guidance for ERA2, to clarify differences between ERA1 and ERA2, and to clarify how ERA should be used to promote housing stability for eligible households. On June 24, 2021, these FAQs were revised to further clarify how to promote housing stability for eligible households; specifically, FAQs 14, 23, 31, 33, and 35 were revised and FAQs 36–39 were added, in addition to other non-substantive changes. On August 25, 2021, these FAQs were revised to provide further clarification on the use of self-attestation and to describe methods of speeding payments to eligible households. Specifically, substantive revisions were made to FAQs 3, 4, 7, 11, and 38; FAQs 40–42 were added; and additional edits were made for clarity.

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- c. the household has a household income at or below 80 percent of area median income.
- ii. for ERA2:
  - a. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;
  - b. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
  - c. the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))).<sup>2</sup>

While there are some differences in eligibility between ERA1 and ERA2, the eligibility requirements are very similar, and Treasury is seeking to implement ERA2 consistently with ERA1, to the extent possible, to reduce administrative burdens for grantees.

The FAQs below describe the documentation requirements for each of these conditions of eligibility. These requirements provide for various means of documentation so that grantees may extend this emergency assistance to vulnerable populations without imposing undue documentation burdens. As described below, given the challenges presented by the COVID-19 pandemic, grantees may be flexible as to the particular form of documentation they require, including by permitting photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. Treasury strongly encourages grantees to avoid establishing documentation requirements that are likely to be barriers to participation for eligible households, including those with irregular incomes such as those operating small business or gig workers whose income is reported on Internal Revenue Service Form 1099. However, grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.

In all cases, grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations. Grantees must also have controls in place to ensure compliance with their policies and procedures and prevent fraud. Grantees must specify in their policies and procedures under what circumstances they will accept written attestations from the applicant without further documentation to determine any aspect of

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<sup>2</sup> As of the date of these FAQs, the definition of "low-income families" in 42 U.S.C. 1437a(b) is "those families whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary [of Housing and Urban Development] with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes."

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eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud-prevention procedures to prevent abuse.

**2. How should applicants document that a member of the household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship during or due to the COVID-19 outbreak?**

A grantee must document that one or more members of the applicant's household either (i) qualified for unemployment benefits; or (ii) (a) for ERA1, experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak or (b) for ERA2, experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic.<sup>3</sup> If the grantee is relying on clause (i) for this determination, or if the grantee is relying on clause (ii) in ERA2, the grantee is permitted to rely on either a written attestation signed by the applicant or other relevant documentation regarding the household member's qualification for unemployment benefits. If the grantee is relying on clause (ii) for this determination in ERA1, the statute requires the grantee to obtain a written attestation signed by the applicant that one or more members of the household meets this condition. While grantees relying on clause (ii) in ERA1 must show financial hardship "due, directly or indirectly, to" COVID-19, grantees in ERA2 are also permitted to rely on financial hardship "during" the pandemic.

It may be difficult for some grantees to establish whether a financial hardship experienced during the pandemic is due to the COVID-19 outbreak. Therefore, Treasury strongly encourages grantees to rely on the self-certification of applicants with regard to whether their financial hardship meets these statutory eligibility requirements. Further, because the standard in ERA2 is broader than the standard in ERA1, any applicant that self-certifies that it meets the standard in ERA1 should be considered to meet the standard for purposes of ERA2.

**3. How should a grantee determine that an individual within a household is at risk of experiencing homelessness or housing instability?**

The statutes establishing ERA1 and ERA2 both require that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability. Such a demonstration may include (i) a past due utility or rent notice or eviction notice, (ii) unsafe or unhealthy living conditions (which may include overcrowding), or (iii) any other evidence of risk, as determined by the grantee. Grantees may establish alternative criteria for determining whether a household satisfies this requirement, and should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement. A grantee may rely on an applicant's self-certification identifying the applicable risk factor or factors, without further documentation, if other documentation is not immediately available.

**4. The statutes establishing ERA1 and ERA2 limit eligibility to households based on certain income criteria. How is household income defined for purposes of the ERA? How will income**

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<sup>3</sup> Treasury is interpreting the two different statutory terms ("the COVID-19 outbreak" and "the coronavirus pandemic") as having the same meaning.

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be documented and verified?

*Definition of Income:* With respect to each household applying for assistance, grantees may choose between using the Department of Housing and Urban Development's (HUD) definition of "annual income" in 24 CFR 5.609<sup>4</sup> and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

*Definition of Area Median Income:* For purposes of ERA1, the area median income for a household is the same as the income limits for families published by the Department of Housing and Urban Development (HUD) in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for "Access Individual Income Limits Areas" at <https://www.huduser.gov/portal/datasets/il.html>.<sup>5</sup> When determining area median income with respect to Tribal members, Tribal governments and TDHEs may rely on the methodology authorized by HUD for the Indian Housing Block Grant Program as it pertains to households residing in an Indian area comprising multiple counties (see HUD Office of Native American Programs, Program Guidance No. 2021-01, June 22, 2021).

*Methods for Income Determination:* The statute establishing ERA1 provides that grantees may determine income eligibility based on either (i) the household's total income for calendar year 2020, or (ii) sufficient confirmation of the household's monthly income at the time of application, as determined by the Secretary of the Treasury (Secretary).

If a grantee in ERA1 uses a household's monthly income to determine eligibility, the grantee should review the monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether household income exceeds 80 percent of area median income. For example, if the applicant provides income information for two months, the grantee should multiply it by six to determine the annual amount. If a household qualifies based on monthly income, the grantee must redetermine the household income eligibility every three months for the duration of assistance.

For ERA2, if a grantee uses the same income determination methodology that it used in ERA1, it is presumed to be in compliance with relevant program requirements; if a grantee chooses to use a different methodology for ERA2 than it used for ERA1, the methodology should be reasonable and consistent with all applicable ERA2 requirements. In addition, if a household is a single family that the grantee determined met the income requirement for eligibility under ERA1, the grantee may consider the household to be eligible under ERA2, unless the grantee becomes aware of any reason the household does not meet the requirements for ERA2. Finally, if multiple families from the same household receive funding under an ERA2 program, the grantee should ensure that there is no duplication of the assistance provided.

*Documentation of Income Determination:* Grantees in ERA1 and ERA2 must have a reasonable basis under the circumstances for determining income. A grantee may support its determination

<sup>4</sup> See [https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1,1.5#se24.1.5\\_1609](https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1,1.5#se24.1.5_1609).

<sup>5</sup> Specifically, 80 percent of area median income is the same as the "low income limit" as published by HUD. For purposes of prioritizing rental assistance as described in FAQ 22 below, 50 percent of area median income for the household is the same as the "very low-income limit" for the relevant area.

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with both a written attestation from the applicant as to household income and also documentation available to the applicant, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer. In appropriate cases, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance.

Alternatively, a grantee may rely on a written attestation without further documentation of household income from the applicant under three approaches:

- *Self-attestation Alone* – In order to provide assistance rapidly, during the public health emergency related to COVID-19 the grantee may rely on a self-attestation of household income without further verification if the applicant confirms in their application or other document that they are unable to provide documentation of their income. If a written attestation without further verification is relied on to document the majority of the applicant's income, the grantee must reassess the household's income every three months, by obtaining appropriate documentation or a new self-attestation. Income attestations should specify the monthly or annual income claimed by the household to ensure that the household meets the applicable ERA requirements and to enable appropriate reporting. Under this approach, grantees are encouraged to incorporate self-attestation to demonstrate income eligibility into their application form. Similarly, grantees may rely on self-attestations to demonstrate applicants' financial hardship and risk of homelessness or housing instability as described above in FAQs 2 and 3 above. Thus, grantees are encouraged to simplify applications to allow for self-attestation for income eligibility during the public health emergency, as well as to allow self-attestation to demonstrate applicants' financial hardship and risk of homelessness or housing instability as described above in FAQs 2 and 3.
- *Categorical Eligibility* – If an applicant's household income has been verified to be at or below 80 percent of the area median income (for ERA1) or if an applicant's household has been verified as a low-income family as defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)) (for ERA2) in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income or status as a low-income family, provided that the determination for such program was made on or after January 1, 2020.
- *Fact-specific proxy* – A grantee may rely on a written attestation from the applicant as to household income if the grantee also uses any reasonable fact-specific proxy for household income, such as reliance on data regarding average incomes in the household's geographic area.

Grantees also have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. In these cases, the grantee is still responsible for making the required determination regarding the applicant's household income and documenting that determination. Treasury encourages grantees to partner with state unemployment departments or entities that administer federal benefits with income requirements to assist with the verification process,

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consistent with applicable law.

**5. ERA funds may be used for rent and rental arrears. How should a grantee document where an applicant resides and the amount of rent or rental arrears owed?**

Grantees must obtain, if available, a current lease, signed by the applicant and the landlord or sublessor, that identifies the unit where the applicant resides and establishes the rental payment amount. If a household does not have a signed lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee. In the absence of a signed lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.

*Written Attestation:* If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, grantees may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100 percent of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, the applicant must also attest that the household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. This limited payment is intended to provide the most vulnerable households the opportunity to gather additional documentation of the amount of the rental obligation or to negotiate with landlords in order to avoid eviction. The assistance described in this paragraph may only be provided for three months at a time, and a grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

**6. ERA funds may be used for “utilities and home energy costs” and “utilities and home energy costs arrears.” How are those terms defined and how should those costs be documented?**

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted.

All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.

Utilities and home energy costs that are covered by the landlord will be treated as rent.

**7. The statutes establishing ERA1 and ERA2 allow the funds to be used for certain “other**

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expenses,” as defined by the Secretary. What are some examples of these “other expenses”?

Under the statute establishing ERA1, funds used for “other expenses” must be related to housing and “incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak.” In contrast, the statute establishing ERA2 requires that “other expenses” be “related to housing” but does not require that they be incurred due to the COVID-19 outbreak.

For both ERA1 and ERA2, other expenses related to housing include relocation expenses (including prospective relocation expenses), such as rental security deposits, and rental fees, which may include application or screening fees. It can also include reasonable accrued late fees (if not included in rental or utility arrears), and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services. However, given that coverage of Internet would reduce the amount of funds available for rental assistance, grantees should adopt policies that govern in what circumstances that they will determine that covering this cost would be appropriate. In addition, rent or rental bonds, where a tenant posts a bond with a court as a condition to obtaining a hearing, reopening an eviction action, appealing an order of eviction, reinstating a lease, or otherwise avoiding an eviction order, may also be considered an eligible expense.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service. If a housing-related expense is included in a bundle or an invoice that is not itemized (for example, internet services bundled together with telephone and cable television services) and obtaining an itemized invoice would be unduly burdensome, grantees may establish and apply reasonable procedures for determining the portion of the expense that is appropriate to be covered by ERA. As discussed in FAQ 26 below, under certain circumstances, the cost of a hotel stay may also be covered as an “other expense.”

**8. Must a beneficiary of the rental assistance program have rental arrears?**

No. The statutes establishing ERA1 and ERA2 permit the enrollment of households for only prospective benefits. For ERA1, if an applicant has rental arrears, the grantee may not make commitments for prospective rent payments unless it has also provided assistance to reduce the rental arrears; this requirement does not apply to ERA2.

**9. May a grantee provide assistance for arrears that have accrued before the date of enactment of the statute?**

Yes, but not for arrears accrued before March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b).

**10. Is there a limit on how many months of financial assistance a tenant can receive?**

Yes. In ERA1, an eligible household may receive up to twelve (12) months of assistance (plus an additional three (3) months if necessary to ensure housing stability for the household, subject to the availability of funds). The aggregate amount of financial assistance an eligible household may

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receive under ERA2, when combined with financial assistance under ERA1, must not exceed 18 months.

In ERA1, financial assistance for prospective rent payments is limited to three months based on any application by or on behalf of the household, except that the household may receive assistance for prospective rent payments for additional months (i) subject to the availability of remaining funds currently allocated to the grantee, and (ii) based on a subsequent application for additional assistance. In no case may an eligible household receive more than 18 months of assistance under ERA1 and ERA2, combined.

**11. Must a grantee pay for all of a household's rental or utility arrears?**

No. The full payment of arrears is allowed up to the limits established by the statutes, as described in FAQ 10 above. A grantee may structure a program to provide less than full coverage of arrears. Grantees are encouraged to consider whether payments of less than the full amount of arrears may result in a significant disincentive for landlord participation in the ERA program. Moreover, consistent with FAQ 32, grantees should consider methods for avoiding evictions for nonpayment or utility cutoffs in cases where arrearages are paid only in part.

**12. What outreach should be made by a grantee to a landlord or utility provider before determining that the landlord or utility provider will not accept direct payment from the grantee?**

Treasury expects that in general, rental and utility assistance can be provided most effectively and efficiently when the landlord or utility provider participates in the program. However, in cases where a landlord or utility provider does not participate in the program, the only way to achieve the statutory purpose is to provide assistance directly to the eligible household.

In ERA1, grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if (i) a request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within seven calendar days after mailing; (ii) the grantee has made at least three attempts by phone, text, or e-mail over a five calendar-day period to request the landlord or utility provider's participation; or (iii) a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.

ERA2 does not require grantees to seek the cooperation of the landlord or utility provider before providing assistance directly to the tenant. However, if an ERA2 grantee chooses to seek the cooperation of landlords or utility providers before providing assistance directly to tenants, Treasury strongly encourages the grantee to apply the same ERA1 requirements as described above.

**13. Is there a requirement that the eligible household have been in its current rental home when the public health emergency with respect to COVID-19 was declared?**

No. There is no requirement regarding the length of tenure in the current unit.

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**14. What data should a grantee collect regarding households to which it provides rental assistance in order to comply with Treasury's reporting and recordkeeping requirements?**

Treasury provided interim guidance to ERA1 grantees regarding reporting requirements covering the period January through May 2021. The interim guidance required grantees to report limited data elements for the first quarter of 2021, as well as monthly for April to August. A grantee's failure to submit required reports to Treasury on a timely basis may constitute a violation of the ERA award terms.

Treasury has provided grantees with additional guidance regarding quarterly reporting requirements. Grantees are required to submit reports in accordance with the additional guidance beginning with the first quarter of 2021 for ERA1 and the second quarter of 2021 for ERA2, with the first reports under the additional guidance being due in October 2021.

ERA1 grantees will be required to submit monthly reports from September to December 2021, which will be consistent with monthly reports that were previously required for April to August.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements.<sup>6</sup> Grantees under ERA1 must comply with the requirement in section 501(g)(4) of Division N of the Consolidated Appropriations Act, 2021, to establish data privacy and security requirements for information they collect; grantees under ERA2 are also encouraged to comply with those requirements.<sup>7</sup>

The assistance listing number assigned to the ERA is 21.023.

**15. The statute establishing ERA1 requires that payments not be duplicative of any other federally funded rental assistance provided to an eligible household. Are tenants of federally subsidized housing, e.g., Low Income Housing Credit, Public Housing, or Indian Housing Block Grant-assisted properties, eligible for the ERA?**

An eligible household that occupies a federally subsidized residential or mixed-use property or receives federal rental assistance may receive assistance in the ERA, provided that ERA1 funds are not applied to costs that have been or will be reimbursed under any other federal assistance. Grantees are required to comply with Title VI of the Civil Rights Act (which prohibits discrimination on the ground of race, color, or national origin in programs or activities receiving federal financial assistance) and should evaluate whether their policies and practices regarding assistance to households that occupy federally subsidized residential or mixed-use properties or receive federal rental assistance comply with Title VI. In addition, grantees are required to comply

<sup>6</sup> Note that this FAQ is not intended to address all reporting requirements that will apply to the ERA but rather to note for grantees information that they should anticipate needing to collect from households with respect to the provision of rental assistance.

<sup>7</sup> Specifically, the statute establishing ERA1 requires grantees to establish data privacy and security requirements for certain information regarding applicants that (i) include appropriate measures to ensure that the privacy of the individuals and households is protected; (ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to Treasury; and (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

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with the Fair Housing Act. With respect to ERA2, grantees must not refuse to provide assistance to households on the basis that they occupy such properties or receive such assistance, due to the disproportionate effect such a refusal could have on populations intended to receive assistance under the ERA and the potential for such a practice to violate applicable law, including Title VI and the Fair Housing Act.

If an eligible household participates in a HUD-assisted rental program or lives in certain federally assisted properties (e.g., using a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter household may receive ERA1 assistance for the tenant-owned portion of rent or utilities that is not subsidized. Grantees are encouraged to confirm that the participant has already reported any income loss or financial hardship to the Public Housing Authority or property manager and completed an interim re-examination before assistance is provided.

Treasury encourages grantees to enter into partnerships with owners of federally subsidized housing to implement methods of meeting the statutory requirement to prioritize assistance to households with income that does not exceed 50 percent of the area median income for the household, or where one or more individuals within the household are unemployed as of the date of the application for assistance and have not been employed for the 90-day period preceding such date.

Pursuant to section 501(k)(3)(B) of Division N of the Consolidated Appropriations Act, 2021, and 2 CFR 200.403, when providing ERA1 assistance, the grantee must review the household's income and sources of assistance to confirm that the ERA1 assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs.

Grantees may rely on an attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household. Grantees with overlapping or contiguous jurisdictions are particularly encouraged to coordinate and participate in joint administrative solutions to meet this requirement. The requirement described in this paragraph does not apply to ERA2; however, to maximize program efficacy, Treasury encourages grantees to minimize the provision of duplicative assistance.

**16. In ERA1, may a Tribe or Tribally Designated Housing Entity (TDHE) provide assistance to Tribal members living outside Tribal lands?**

Yes. Tribal members living outside Tribal lands may receive ERA1 funds from their Tribe or TDHE, provided they are not already receiving ERA assistance from another Tribe or TDHE, state, or local government.

**17. In ERA1, may a Tribe or TDHE provide assistance to non-Tribal members living on Tribal lands?**

Yes. A Tribe or TDHE may provide ERA1 funds to non-Tribal members living on Tribal lands, provided these individuals are not already receiving ERA assistance from another Tribe or TDHE, state, or local government.

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**18. May a grantee provide assistance to households for which the grantee is the landlord?**

Yes. A grantee may provide assistance to households for which the grantee is the landlord, provided that the grantee complies with the all provisions of the statute establishing ERA1 or ERA2, as applicable, the award terms, and applicable ERA guidance issued by Treasury, and that no preferences (beyond the prioritization described in FAQ 22) are given to households that reside in the grantee's own properties.

**19. May a grantee provide assistance to a renter household with respect to utility or energy costs without also covering rent?**

Yes. A grantee is not required to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs. For ERA1, the limitations in section 501(c)(2)(B) of Division N of the Consolidated Appropriations Act, 2021, limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs.

**20. May a grantee provide ERA assistance to homeowners to cover their mortgage, utility, or energy costs?**

No. ERA assistance may be provided only to eligible households, which is defined by statute to include only households that are obligated to pay rent on a residential dwelling. However, homeowners may be eligible for assistance under programs using funds under the Homeowner Assistance Fund, which was established by Treasury under the American Rescue Plan Act of 2021.

**21. May grantees administer ERA programs by using contractors, subrecipients, or intergovernmental cooperation agreements?**

Yes. Grantees may use ERA payments to make subawards to other entities, including non-profit organizations and local governments, to administer ERA programs on behalf of the grantees.

The subrecipient monitoring and management requirements set forth in 2 CFR 200.331–333 will apply to such entities. Grantees may also enter into contracts using ERA payments for goods or services to implement ERA programs. Grantees must comply with the procurement standards set forth in 2 CFR 200.317–327 in entering into such contracts. Grantees are encouraged to achieve administrative efficiency and fiduciary responsibility by collaborating with other grantees in joint administrative solutions to deploying ERA resources.

**22. ERA requires a prioritization of assistance for households with incomes less than 50 percent of area median income or households with one or more individuals that have not been employed for the 90-day period preceding the date of application. How should grantees prioritize assistance?**

Grantees should establish a preference system for assistance that prioritizes assistance to households with incomes less than 50 percent area median income<sup>8</sup> and to households with one or more members that have been unemployed for at least 90 days. Grantees should document the

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<sup>8</sup> For the definition of area median income, see FAQ 4 above.

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preference system they plan to use and should inform all applicants about available preferences.

Treasury will require grantees to report to Treasury on the methods they have established to implement this prioritization of assistance and to publicly post a description of their prioritization methods, including on their program web page if one exists, by July 15, 2021.

**23. ERA1 and ERA2 both allow for up to 10 percent of the funds received by a grantee to be used for certain housing stability services. What are some examples of these services?**

ERA1 and ERA2 have different requirements for housing stability services.

Under ERA1, these funds may be used to provide eligible households with case management and other services related to the COVID-19 outbreak, as defined by the Secretary, intended to help keep households stably housed.

Under ERA2, these services do not have to be related to the COVID-19 outbreak.

For purposes of ERA1 and ERA2, housing stability services include those that enable eligible households to maintain or obtain housing. Such services may include, among other things, eviction prevention and eviction diversion programs; mediation between landlords and tenants; housing counseling; fair housing counseling; housing navigators or *promotoras* that help households access ERA programs or find housing; case management related to housing stability; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorney's fees related to eviction proceedings and maintaining housing stability; and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

**24. Are grantees required to remit interest earned on ERA payments made by Treasury?**

No. ERA payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. ERA payments made by Treasury to local governments, Tribes, and TDHEs are not subject to the requirement of 2 CFR 200.305(b)(8)–(9) to maintain balances in an interest-bearing account and remit payments to Treasury.

**25. When may Treasury recoup ERA funds from a grantee?**

Treasury may recoup ERA funds from a grantee if the grantee does not comply with the applicable limitations on the use of those funds.

**26. May rental assistance be provided to temporarily displaced households living in hotels or motels?**

Yes. The cost of a hotel or motel room occupied by an eligible household may be covered using ERA assistance within the category of certain "other expenses related to housing" (as described in

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FAQ 7) provided that:

- i. the household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;
- ii. the total months of assistance provided to the household do not exceed the applicable time limit described in FAQ 10; and
- iii. documentation of the hotel or motel stay is provided and the other applicable requirements provided in the statute and these FAQs are met.

The cost of the hotel or motel stay would not include expenses incidental to the charge for the room.

Grantees covering the cost of such stays must develop policies and procedures detailing under what circumstances they would provide assistance to cover such stays. In doing so, grantees should consider the cost effectiveness of offering assistance for this purpose as compared to other uses. If a household is eligible for an existing program with narrower eligibility criteria that can provide similar assistance for hotel or motel stays, such as the HUD Emergency Solutions Grant program or FEMA Public Assistance, grantees should utilize such programs prior to providing similar assistance under the ERA program.

**27. May a renter subject to a “rent-to-own” agreement with a landlord be eligible for ERA assistance?**

A grantee may provide financial assistance to households that are renting their residence under a “rent-to-own” agreement, under which the renter has the option (or obligation) to purchase the property at the end of the lease term, provided that a member of his or her household:

- i. is not a signor or co-signor to the mortgage on the property;
- ii. does not hold the deed or title to the property; and
- iii. has not exercised the option to purchase.

Homeowners may be eligible for assistance under programs using funds under the Homeowner Assistance Fund, which was established by Treasury under the American Rescue Plan Act of 2021.

**28. Under what circumstances may households living in manufactured housing (mobile homes) receive assistance?**

Rental payments for either the manufactured home or the parcel of land the manufactured home occupies are eligible for financial assistance under ERA programs. Households renting manufactured housing or the parcel of land the manufactured home occupies may also receive assistance for utilities and other expenses related to housing, as detailed in FAQ 7 above. This principle also applies to mooring fees for water-based dwellings (houseboats).

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**29. What are the applicable limitations on administrative expenses?**

Under ERA1, not more than 10 percent of the amount paid to a grantee may be used for administrative costs attributable to providing financial assistance and housing stability services to eligible households. Under ERA2, not more than 15 percent of the amount paid to a grantee may be used for administrative costs attributable to providing financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities.

The revised award term for ERA1 issued by Treasury permits recipients to use funds provided to cover both direct and indirect costs. A grantee may permit a subrecipient to incur more than 10 or 15 percent, as applicable, of the amount of the subaward issued to that subrecipient as long as the total of all administrative costs incurred by the grantee and all subrecipients, whether as direct or indirect costs, does not exceed 10 or 15 percent, as applicable, of the total amount of the award provided to the grantee from Treasury.)

Further, the revised award term for ERA1 no longer requires grantees to deduct administrative costs charged to the award from the amount available for housing stability services. Rather, any direct and indirect administrative costs in ERA1 or ERA2 must be allocated by the grantee to either the provision of financial assistance or the provision of housing stability services. As required by the applicable statutes, not more than 10 percent of funds received by a grantee may be used to provide eligible households with housing stability services (discussed in FAQ 23). To the extent administrative costs are not readily allocable to one or the other of these categories, the grantee may assume an allocation of the relevant costs of 90 percent to financial assistance and 10 percent to housing stability services.

Grantees may apply their negotiated indirect cost rate to the award, but only to the extent that the total of the amount charged pursuant to that rate and the amount of direct costs charged to the award does not exceed 10 percent of the amount of the award.

**30. Should grantees provide tenants the option to apply directly for ERA assistance, rather than only accepting applications for assistance from landlords and owners of dwellings?**

For ERA1, Treasury strongly encourages grantees to provide an option for tenants to apply directly for funding, rather than only accepting applications for assistance from landlords and owners of dwellings. For ERA2, grantees are required to allow tenants to apply directly for assistance, even if the landlord or owner chooses not to participate, consistent with the statutory requirement for the funds to be used to provide financial assistance to eligible households.

See FAQ 12 for additional information on grantees providing assistance to landlords and tenants.

**31. How should grantees ensure that recipients use ERA funds only for permissible purposes?**

Grantees should require recipients of funds under ERA programs, including tenants and landlords, to commit in writing to use ERA assistance only for the intended purpose before issuing a payment. Grantees are not required to obtain documentation evidencing the use of ERA program

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funds by tenants and landlords. Grantees are expected to apply reasonable fraud-prevention procedures and to investigate and address potential instances of fraud or the misuse of funds that they become aware of.

There may be instances when a landlord refuses to accept a payment from a tenant who has received assistance directly from a grantee for the purpose of paying the landlord. In these cases, the grantee may allow the tenant to use the assistance for other eligible costs in accordance with the terms of the grantee's ERA programs.

**32. Can grantees prohibit landlords from pursuing eviction for nonpayment of rent for some period after receiving ERA assistance?**

With respect to landlords that receive funds under an ERA program for prospective rent or for rental arrearages, the grantee must prohibit the landlord from evicting the tenant for nonpayment of rent with respect to the period covered by the assistance.

In addition, with respect to landlords that receive funds for rental arrears, to promote the purpose of the program the grantee is encouraged to prohibit the landlord from evicting the tenant for nonpayment of rent for some period of time, consistent with applicable law.

In all cases, Treasury strongly encourages grantees to require landlords that receive funds under the ERA, as a condition of receiving the funds, not to evict tenants for nonpayment of rent for 30 to 90 days longer than the period covered by the rental assistance.

**33. How can grantees work with other grantees to make their ERA programs consistent?**

Treasury encourages grantees with overlapping or contiguous jurisdictions to collaborate to develop consistent or complementary terms of their ERA programs and to coordinate in their communications with the public, to minimize potential confusion among tenants and landlords regarding assistance. Treasury also encourages grantees to reduce burdens for entities seeking assistance from multiple grantees across different jurisdictions, including utility providers and landlords with properties in multiple jurisdictions.

**34. Should a grantee require that a landlord initiate an eviction proceeding in order to apply for assistance under an ERA program?**

No.

**35. How can ERA assistance be used to support an eligible household moving to a new home?**

ERA funds may be used to provide assistance to eligible households to cover prospective relocation assistance, rent, and utility or home energy costs, including after an eviction. Treasury encourages grantees to provide prospective support to help ensure housing stability. See FAQ 7 (regarding qualifying relocation expenses) and FAQ 10 (regarding time limits on assistance).

Before moving into a new residence, a tenant may not yet have a rental obligation, as required by

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the statutes establishing ERA1 and ERA2. In those cases, Treasury encourages grantees to provide otherwise eligible households with an official document specifying the amount of financial assistance under ERA programs that the grantee will pay a landlord on behalf of the household (such as for a security deposit or rent) if the landlord and the household enter into a qualifying lease of at least six months. Such documentation may expire after a certain period, such as 60 to 120 days after the issuance date. Treasury encourages grantees to work with providers of housing stability services to help these households identify housing that meets their needs. For purposes of reporting to Treasury, grantees may consider these commitments to be an obligation of funding until their expiration.

**36. What steps can ERA grantees take to prevent evictions for nonpayment of rent?**

Treasury strongly encourages grantees to develop partnerships with courts in their jurisdiction that adjudicate evictions for nonpayment of rent to help prevent evictions and develop eviction diversion programs. For example, grantees should consider: (1) providing information to judges, magistrates, court clerks, and other relevant court officials about the availability of assistance under ERA programs and housing stability services; (2) working with eviction courts to provide information about assistance under ERA programs to tenants and landlords as early in the adjudication process as possible; and (3) engaging providers of legal services and other housing stability services to assist households against which an eviction action for nonpayment of rent has been filed.

**37. How can grantees promote access to assistance for all eligible households?**

Grantees should address barriers that potentially eligible households may experience in accessing ERA programs, including by providing program documents in multiple languages, by enabling persons with disabilities to access the programs, and by conducting targeted outreach to populations with disproportionately high levels of unemployment or housing instability or that are low income.

Grantees should also provide, either directly or through partner organizations, culturally and linguistically relevant outreach and housing stability services to ensure access to assistance for all eligible households.

**38. May grantees obtain information in bulk from utility providers and landlords with multiple units regarding the eligibility of multiple tenants, or bundle assistance payments for the benefit of multiple tenants in a single payment to a utility provider or landlord?**

Data-sharing agreements between grantees and utility providers or landlords with multiple units may reduce administrative burdens and enhance program integrity by providing information to validate tenant-provided information. Therefore, grantees may establish prudent information-sharing arrangements with utility providers and landlords for determining household eligibility. Grantees may also establish reasonable procedures for combining the assistance provided for multiple households into a single “bulk” payment made to a utility or landlord. Grantees should ensure that any such arrangements (1) comply with applicable privacy requirements; (2) include appropriate safeguards to ensure payments are made only for eligible households; and (3) are documented in records satisfying the grantee’s reporting requirements, including, for example, the amount of assistance paid for each household.”

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In addition, to speed the delivery of assistance, grantees may adopt policies and procedures enabling landlords and utility providers to receive assistance based on reasonable estimates of arrears owed by multiple households, before their application and documentation requirements are satisfied. Specifically, a grantee may provide for payments based on such estimates if (1) the landlord or utility provider certifies that its estimate is reasonable based on information available to it at the time, (2) the grantee requires the landlord or utility provider to receive all required documentation within six months, and (3) the landlord or utility provider agrees in writing to return to the grantee any assistance the landlord or utility provider receives that the household was ineligible for or for which the required documentation is not received within six months. Grantees are encouraged to limit such payments to a portion of the landlord's or utility provider's estimate (for example, 50 or 75 percent of the estimated amount) to limit the risk of providing funds that are used for an ineligible purpose and subsequently must be returned. If an estimated payment is subsequently found to have been used for an ineligible household or an ineligible expense, or if the required documentation is not timely submitted, the payment will be considered an ineligible use of ERA funds by the grantee.

**39. If ERA program funds are used for a security deposit for a lease, to whom should the landlord return the security deposit at the end of the lease?**

Grantees should establish a policy with regard to the payment and disposition of security deposits, which should include a reasonable limit on the amount of a security deposit to be paid using ERA program funds. The amount of a security deposit should not exceed one month's rent, except in cases where a higher amount is reasonable and customary in the local housing market. The treatment of security deposits is generally subject to applicable law and the rental agreement. In order to mitigate risks associated with the use of ERA program funds for security deposits, grantees should establish a minimum rental period, not less than four months, before a tenant is entitled to receive a returned security deposit that was paid for with ERA funds. To the extent that the security deposit is not returned to the tenant, it should be returned to the grantee.

**40. May ERA assistance be used for rental or utility arrears after the tenant no longer resides in the unit?**

In order to remove barriers a household may face in accessing new housing, a grantee may, at the tenant's request, provide assistance for rental or utility arrears after an otherwise eligible tenant has vacated a unit. In addition to not engaging in further collection efforts regarding the arrears that are paid or related fees or expenses, as a condition to receiving payment, Treasury strongly encourages grantees to require the landlord or utility provider to agree not to pursue any further collection efforts against the household and ensure that any reports to credit agencies will confirm the matter's resolution. In addition, grantees may consider requiring the landlord or utility provider to notify the tenant that payment has been received and that there will be no further collection efforts.

**41. May a grantee provide additional payments to landlords that enter into leases with eligible households experiencing circumstances that make it more difficult to secure rental housing?**

Grantees may use ERA funds to pay for an additional rental payment required by a landlord as a

## Attachment B

condition to entering into a lease with a “hard-to-house” household that would not qualify under the landlord’s previously established, non-discriminatory, and lawful screening or occupancy policies. “Hard-to-house” applicants are those who, during the preceding 12 months, suffered an eviction; aged out of foster care or similar arrangements; were convicted of a criminal offense or released from incarceration; or experienced homelessness. The additional payment must be documented in the written lease agreement as additional rent and may not, in the aggregate, exceed one month’s rent (excluding the additional payment). Grantees should establish reasonable safeguards to ensure these additional rental payments do not incentivize landlords to adopt more stringent leasing policies and are otherwise compliant with any rent or security deposit restrictions imposed by state or local law.

**42. May a grantee provide ERA funds to another entity for the purpose of making payments more rapidly?**

To speed the delivery of assistance, grantees may enter into a written agreement with a nonprofit organization to establish a payment fund for the sole purpose of delivering assistance using ERA funds while a household’s application remains in process. A grantee may use such a process if:

- The process is reserved for situations in which an expedited payment could reasonably be viewed as necessary to prevent an eviction or loss of utility services that precludes employing the grantee’s standard application and payment procedures on a timely basis.
- The nonprofit organization has the requisite financial capacity to manage the ERA funds, such as being a certified community development financial institution.
- The nonprofit organization deposits and maintains the ERA funds in a separate account that is not commingled with other funds.
- The grantee receives all required application and eligibility documentation within six months.
- The nonprofit organization agrees in writing to return to the grantee any assistance that the household was ineligible for or for which the required documentation is not received within six months.
- Any funds not used by the nonprofit organization are ultimately returned to the grantee.

If a payment made by the nonprofit organization is subsequently found to have been used for an ineligible household or an ineligible expense, or if the required application and eligibility documentation are not timely submitted, the payment will be considered an ineligible use of ERA funds by the grantee. Any administrative expenses attributable to a payment fund should be considered in accordance with FAQ 29.

## Jefferson County



## Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

## MEMO

TO: Ms. Fran Lee, Auditing  
FROM: Commissioner Everette Alfred  
DATE: May 4, 2022  
RE: Transfer Funds - Out of Series

Please make the following transfer as indicated. Thank you.

- Transfer \$1,730 from account # 114-0402-431.10-28 (Laborers) into account # 114-0409-431.60-02 (Computer Equipment) for purchase of one new computer and upgrade of three current computers.

Thank you

EA/nr

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

DAWN DONUTS	111.00	495012	
CHAPMAN VENDING	65.90	495053	
			176.90**

## ROAD &amp; BRIDGE PCT.#1

MUNRO'S	30.60	494879	
SOUTHEAST TEXAS WATER	7.00	494900	
UNDERGROUND INC.	665.00	494945	
			702.60**

## ROAD &amp; BRIDGE PCT.#2

SPIDLE & SPIDLE	4,421.31	494835	
ENTERGY	186.29	494862	
THE MUFFLER SHOP	63.00	494878	
MUNRO'S	40.00	494879	
SETZER HARDWARE, INC.	4.94	494898	
W. JEFFERSON COUNTY M.W.D.	27.67	494911	
BUMPER TO BUMPER	51.07	494948	
ATTABOY TERMITE & PEST CONTROL	75.63	494968	
			4,869.91**

## ROAD &amp; BRIDGE PCT. # 3

BEAUMONT TRACTOR COMPANY	143,200.00	494839	
RB EVERETT & COMPANY, INC.	35.12	494851	
FARM & HOME SUPPLY	101.46	494853	
GULF COAST AUTOMOTIVE, INC.	73.48	494861	
ENTERGY	350.38	494862	
MUNRO'S	193.07	494879	
WINDSTREAM	48.00	494958	
SAM'S CLUB DIRECT	199.96	494991	
			144,201.47**

## ROAD &amp; BRIDGE PCT.#4

ABLE FASTENER, INC.	69.90	494831	
CITY OF BEAUMONT - LANDFILL	132.00	494838	
OFFICE DEPOT	681.60	494885	
W. JEFFERSON COUNTY M.W.D.	72.14	494910	
UNITED STATES POSTAL SERVICE	9.20	494930	
SHI GOVERNMENT SOLUTIONS, INC.	871.80	494936	
ON TIME TIRE	85.00	494989	
O'REILLY AUTO PARTS	65.87	495027	
			1,987.51**

## ENGINEERING FUND

UNITED STATES POSTAL SERVICE	4.92	494930	
			4.92**

## PARKS &amp; RECREATION

CITY OF PORT ARTHUR - WATER DEPT.	72.76	494842	
ENTERGY	9.62	494862	
RITTER @ HOME	94.09	494892	
W. JEFFERSON COUNTY M.W.D.	27.67	494910	
LOWE'S HOME CENTERS, INC.	421.86	494940	
			626.00**

## GENERAL FUND

## TAX OFFICE

OFFICE DEPOT	621.45	494885	
ACE IMAGEWEAR	39.42	494899	
SOUTHEAST TEXAS WATER	295.00	494901	
AT&T	113.91	494904	
UNITED STATES POSTAL SERVICE	796.83	494930	
UNITED STATES POSTAL SERVICE	21.66	494931	
APPRAISAL & COLLECTION TECHNOLOGIES	1,199.00	494974	
			3,087.27*

## COUNTY HUMAN RESOURCES

FAST SIGNS, INC.	82.00	494854	
OFFICE DEPOT	136.63	494885	
UNITED STATES POSTAL SERVICE	4.24	494930	
			222.87*

## AUDITOR'S OFFICE

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	146.75	494885	
TEXAS SOCIETY OF CPA'S	345.00	494907	
UNITED STATES POSTAL SERVICE	4.29	494930	
COUNTY CLERK			496.04*
OFFICE DEPOT	50.83	494885	
UNITED STATES POSTAL SERVICE	168.23	494930	
UNITED STATES POSTAL SERVICE	78.44	494931	
COUNTY JUDGE			297.50*
OFFICE DEPOT	84.52	494885	
LINDA F PATTERSON	1,417.50	494887	
TAMARA DEROUE	200.00	494914	
GERMER PLLC	500.00	494918	
MOORE LANDREY LLP	500.00	494980	
WILLIAM FORD DISHMAN	500.00	494997	
JOSEPH MUCKLEROY	500.00	495019	
RISK MANAGEMENT			3,702.02*
OFFICE DEPOT	117.76	494885	
UNITED STATES POSTAL SERVICE	8.80	494930	
COUNTY TREASURER			126.56*
UNITED STATES POSTAL SERVICE	158.26	494930	
AUTOMATED BUSINESS SYSTEMS	37.10	494952	
PRINTING DEPARTMENT			195.36*
BOSWORTH PAPERS	873.45	495050	
PURCHASING DEPARTMENT			873.45*
PORT ARTHUR NEWS, INC.	733.00	494889	
UNITED STATES POSTAL SERVICE	115.93	494930	
GENERAL SERVICES			848.93*
CASA	30,000.00	494840	
CASH ADVANCE ACCOUNT	40.00	494867	
VERIZON WIRELESS	265.93	494925	
FIBERLIGHT LLC	1,998.75	495047	
CHARTER COMMUNICATIONS	646.41	495061	
DATA PROCESSING			32,951.09*
OFFICE DEPOT	92.01	494885	
VOTERS REGISTRATION DEPT			92.01*
OFFICE DEPOT	144.91	494885	
UNITED STATES POSTAL SERVICE	254.22	494930	
ELECTIONS DEPARTMENT			399.13*
OFFICE DEPOT	136.26	494885	
UNITED STATES POSTAL SERVICE	115.61	494930	
US POSTAL SERVICE	265.00	494939	
AT&T MOBILITY	1,553.23	495011	
RUNBECK ELECTION SERVICES, INC	6,447.90	495033	
DISTRICT ATTORNEY			8,518.00*
OFFICE DEPOT	307.40	494885	
TEXAS DISTRICT & COUNTY ATTY ASSN.	60.00	494906	
JAMES ARCEAUX	97.39	494928	
UNITED STATES POSTAL SERVICE	302.67	494930	
ANITA U SEPEDA	100.00	494978	
TRANSUNION RISK AND ALTERNATIVE	165.40	495006	
DISTRICT CLERK			1,032.86*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	500.40	494885	
UNITED STATES POSTAL SERVICE	383.85	494930	
B&H PHOTO VIDEO PRO AUDIO	303.82	494992	
ENGINEERING INNOVATION	195.80	495018	
AERIALINK, LLC	187.83	495049	
CHAPMAN VENDING	28.70	495053	
			1,600.40*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	494836	
DONALD W. DUESLER & ASSOC.	8,750.00	494848	
MARSHA NORMAND	8,750.00	494881	
KEVIN PAULA SEKALY PC	8,750.00	494897	
KEVIN S. LAINE	4,375.00	494915	
			39,375.00*
60TH DISTRICT COURT			
DELL MARKETING L.P.	82.00	494847	
UNITED STATES POSTAL SERVICE	7.42	494930	
			89.42*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.92	494930	
LEXIS-NEXIS	80.00	494932	
			80.92*
172ND DISTRICT COURT			
LEXIS-NEXIS	80.00	494932	
			80.00*
252ND DISTRICT COURT			
NATHAN REYNOLDS, JR.	800.00	494891	
MIKE VAN ZANDT	8,750.00	494909	
KEVIN S. LAINE	4,375.00	494915	
CDW COMPUTER CENTERS, INC.	109.24	494917	
CHARLES ROJAS	8,750.00	494919	
UNITED STATES POSTAL SERVICE	7.33	494930	
LAURIE PEROZZO	900.00	494969	
RYAN GERTZ	5,500.00	494971	
JASON ROBERT NICKS	600.00	494972	
ALLEN PARKER	8,750.00	494973	
BRITTANIE HOLMES	8,750.00	494993	
			47,291.57*
279TH DISTRICT COURT			
OFFICE DEPOT	98.93	494885	
ANITA F. PROVO	1,328.56	494890	
UNITED STATES POSTAL SERVICE	.53	494930	
JOEL WEBB VAZQUEZ	385.00	494947	
TONYA CONNELL TOUPS	880.00	494965	
LINDSAY LAW FIRM, PLLC	165.00	494983	
REALTIME REPORTING SERVICES INC.	1,969.40	494984	
MATUSKA LAW FIRM	330.00	494999	
SHELANDER LAW OFFICE	550.00	495054	
WALDENREYNARD, PLLC	770.00	495060	
			6,477.42*
317TH DISTRICT COURT			
A. MARK FAGGARD	325.00	494852	
GLEN M. CROCKER	300.00	494938	
JOEL WEBB VAZQUEZ	575.00	494947	
KIMBERLY PHELAN, P.C.	700.00	494954	
RONALD PLESSALA	325.00	494967	
			2,225.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	31.04	494930	
			31.04*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	38.72	494930	
			38.72*
JUSTICE COURT-PCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
KIRKSEY'S SPRINT PRINTING	103.80	494869	
MCNEILL INSURANCE AGENCY	71.00	494875	
TEXAS JUSTICE CT.JUDGES ASSOC., INC.	75.00	494957	
JUSTICE COURT-PCT 6			249.80*
UNITED STATES POSTAL SERVICE	71.69	494930	
DIRECTV, LLC	75.48	495059	
JUSTICE OF PEACE PCT. 8			147.17*
UNITED STATES POSTAL SERVICE	160.15	494931	
COUNTY COURT AT LAW NO.1			160.15*
OFFICE DEPOT	88.89	494885	
UNITED STATES POSTAL SERVICE	1.84	494930	
SIERRA SPRING WATER CO. - BT	42.93	494935	
COUNTY COURT AT LAW NO. 2			133.66*
JOHN E MACEY ATTORNEY AT LAW PLLC	300.00	494872	
NATHAN REYNOLDS, JR.	300.00	494891	
UNITED STATES POSTAL SERVICE	6.92	494930	
LANGSTON ADAMS	400.00	494942	
JOEL WEBB VAZQUEZ	250.00	494947	
LAURIE PEROZZO	250.00	494969	
THE SAMUEL FIRM, PLLC	300.00	495034	
COUNTY COURT AT LAW NO. 3			1,806.92*
TODD W LEBLANC	250.00	494833	
A. MARK FAGGARD	400.00	494852	
UNITED STATES POSTAL SERVICE	5.07	494930	
SIERRA SPRING WATER CO. - BT	46.87	494933	
JARED GILTHORPE	900.00	495002	
THE SAMUEL FIRM, PLLC	550.00	495034	
LAW OFFICE OF GILES R COLE & ASSOC	300.00	495052	
COURT MASTER			2,451.94*
BUDDIE J HAHN	1,880.94	495039	
MEDIATION CENTER			1,880.94*
SOUTHEAST TEXAS WATER	34.00	494903	
UNITED STATES POSTAL SERVICE	6.92	494930	
SHERIFF'S DEPARTMENT			40.92*
CITY OF NEDERLAND	40.46	494843	
EQUINE MEDICINE & SURGERY	264.00	494850	
FED EX	41.27	494856	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,380.00	494865	
CASH ADVANCE ACCOUNT	228.40	494867	
KIRKSEY'S SPRINT PRINTING	24.95	494869	
MOORMAN & ASSOCIATES, INC.	170.00	494876	
OFFICE DEPOT	3,345.92	494885	
AT&T	355.06	494904	
UNITED STATES POSTAL SERVICE	1,011.77	494930	
AIRPORT GULF TOWING LLC	250.00	494955	
NMS LABS	170.00	494982	
CALLYO 2009 CORP	2,822.40	495001	
TRANSUNION RISK AND ALTERNATIVE	575.00	495007	
GALLS LLC	1,098.55	495009	
THE MONOGRAM SHOP	6.50	495021	
VECTOR SECURITY	125.55	495022	
CRIME LABORATORY			11,909.83*
FED EX	157.59	494857	
FISHER SCIENTIFIC	449.30	494858	
CASH ADVANCE ACCOUNT	1,253.23	494867	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	164.66	494885	
HENRY SCHEIN, INC.	60.47	494895	
SOUTHEAST TEXAS WATER	79.90	494902	
VERIZON WIRELESS	75.98	494927	
CLEAN HARBORS ENVIRONMENTAL SERVICE	132.21	494944	
TECHSCAN INC	660.00	494953	
ULTRA LABELING SYSTEMS	158.93	494962	
TIFFANY AARDHAL	25.00	494985	
MATERA PAPER COMPANY INC	109.21	494995	
VECTOR SECURITY	172.80	495022	
AIRGAS USA, LLC	231.67	495028	
			3,730.95*
JAIL - NO. 2			
BEAUMONT TRACTOR COMPANY	243.38	494839	
COASTAL WELDING SUPPLY	175.00	494844	
ECOLAB	576.74	494849	
W.W. GRAINGER, INC.	52.42	494860	
ENTERGY	39,539.02	494862	
JACK BROOKS REGIONAL AIRPORT	2,867.37	494866	
M&D SUPPLY	18.27	494871	
MUNRO'S	625.00	494879	
NOACK LOCKSMITH	313.00	494880	
SCOOTER'S LAWNMOWERS	337.76	494896	
AT&T	1,022.72	494904	
CDW COMPUTER CENTERS, INC.	467.52	494917	
SHI GOVERNMENT SOLUTIONS, INC.	2,324.80	494936	
LOWE'S HOME CENTERS, INC.	170.05	494940	
INTERCONTINENTAL JET CORP	1,263.52	494949	
TRONEX INTERNATIONAL INC	3,285.00	494963	
WORLD FUEL SERVICES	4,524.20	494970	
INDUSTRIAL & COMMERCIAL MECHANICAL	2,800.00	494990	
MATERA PAPER COMPANY INC	8,036.69	494995	
GALLS LLC	1,169.34	495009	
TND WORKWEAR CO LLC	134.95	495020	
CORRHEALTH LLC	382,992.66	495025	
EPIC BUSINESS ESSENTIALS, LLC	221.36	495042	
			453,160.77*
JUVENILE PROBATION DEPT.			
FED EX	136.32	494855	
LARONDA TURNER	124.61	494886	
UNITED STATES POSTAL SERVICE	7.96	494930	
LYNN BIERHALTER	117.00	494956	
TANISHA GRIFFIN	210.60	495005	
ROXANA MITCHELL	314.15	495010	
SHERONDA LEE	126.95	495024	
CHARITY HIGHTOWER	69.62	495026	
JAMIE GROGAN	268.52	495041	
BRENDA WOOD	105.30	495048	
			1,481.03*
JUVENILE DETENTION HOME			
ENTERGY	4,661.07	494862	
AT&T	702.17	494904	
			5,363.24*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	549.32	494867	
TAC - TEXAS ASSN. OF COUNTIES	105.00	494905	
UNITED STATES POSTAL SERVICE	47.14	494930	
			701.46*
CONSTABLE-PCT 2			
THIRD COAST TINT	200.00	494966	
CONSTABLE-PCT 4			
SAM HOUSTON STATE UNIVERSITY	125.00	494893	
TND WORKWEAR CO LLC	383.65	495020	
			508.65*
CONSTABLE-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	112.24	494885	
UNITED STATES POSTAL SERVICE	17.84	494930	
THOMSON REUTERS-WEST	714.00	494996	
			844.08*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	12,925.00	494975	12,925.00*
AGRICULTURE EXTENSION SVC			
DAVID OATES	75.00	495013	
TYLER FITZGERALD	250.00	495030	
			325.00*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	45.71	494930	
RACHEL DRAGULSKI	54.41	494941	
CLEAN HARBORS ENVIRONMENTAL SERVICE	43.23	494944	
CONNIE M ROBERTS	217.00	494960	
PROCTOR'S MORTUARY INC	1,500.00	494976	
SAM'S CLUB DIRECT	26.52	494991	
NUANCE COMMUNICATIONS, INC	118.50	495036	
EZEA D EDE MD	2,932.58	495046	
			4,937.95*
HEALTH AND WELFARE NO. 2			
ENTERGY	70.00	494863	
UNITED STATES POSTAL SERVICE	340.51	494931	
CLEAN HARBORS ENVIRONMENTAL SERVICE	43.23	494944	
CANDICE FORD	42.12	495015	
NUANCE COMMUNICATIONS, INC	118.50	495036	
EZEA D EDE MD	2,932.58	495046	
JAMES "DAVID" WINFIELD	16.38	495055	
CHARTER COMMUNICATIONS	166.72	495063	
			3,730.04*
NURSE PRACTITIONER			
LESLIE RIGGS	1,194.80	495004	1,194.80*
CHILD WELFARE UNIT			
ROSS DRESS FOR LESS, INC.	500.00	494959	500.00*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	52.20	494885	
AT&T	33.99	494904	
CDW COMPUTER CENTERS, INC.	460.74	494917	
			546.93*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	273.50	494830	
JOHNSTONE SUPPLY	296.92	494837	
CITY OF BEAUMONT - WATER DEPT.	309.03	494841	
COBURN SUPPLY COMPANY INC	607.06	494845	
ECOLAB	212.47	494849	
W.W. GRAINGER, INC.	628.82	494860	
M&D SUPPLY	140.67	494871	
MCCOWN PAINT & SUPPLY OF TEXAS	31.98	494874	
SANITARY SUPPLY, INC.	1,709.51	494894	
ACE IMAGEWEAR	208.40	494899	
AT&T	1,137.55	494904	
WORTH HYDROCHEM	290.00	494912	
COASTAL SPRINKLER COMPANY	3,365.00	494916	
CENTERPOINT ENERGY RESOURCES CORP	3,153.10	494950	
EMERGENCY POWER SERVICE	13,110.70	494988	
			25,474.71*
MAINTENANCE-PORT ARTHUR			
JOHNSTONE SUPPLY	205.42	494837	
CITY OF PORT ARTHUR - WATER DEPT.	759.53	494842	
MOTION INDUSTRIES, INC.	205.13	494877	
SANITARY SUPPLY, INC.	40.87	494894	

NAME	AMOUNT	CHECK NO.	TOTAL
SOLAR	366.12	494937	
LOWE'S HOME CENTERS, INC.	242.80	494940	
TEXAS GAS SERVICE	752.64	494943	
BAKER DISTRIBUTING COMPANY	99.67	494946	
PARKER LUMBER	218.98	494977	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	14.85	495008	
THE HOME DEPOT PRO	412.16	495035	
MAINTENANCE-MID COUNTY			3,318.17*
CITY OF NEDERLAND	90.45	494843	
ENTERGY	357.42	494862	
JIFFY TROPHIES	135.90	494868	
RITTER @ HOME	12.99	494892	
SETZER HARDWARE, INC.	12.03	494898	
ACE IMAGEWEAR	129.46	494899	
AT&T	706.30	494904	
W. JEFFERSON COUNTY M.W.D.	48.50	494910	
ATTABOY TERMITE & PEST CONTROL	55.62	494968	
SERVICE CENTER			1,548.67*
ACTION AUTO GLASS	379.89	494834	
M&D SUPPLY	43.67	494871	
PHILPOTT MOTORS, INC.	286.56	494888	
JEFFERSON CTY. TAX OFFICE	7.50	494920	
JEFFERSON CTY. TAX OFFICE	7.50	494921	
JEFFERSON CTY. TAX OFFICE	7.50	494922	
JEFFERSON CTY. TAX OFFICE	7.50	494923	
JEFFERSON CTY. TAX OFFICE	7.50	494924	
BUMPER TO BUMPER	192.15	494948	
mighty of SOUTHEAST TEXAS	68.65	494986	
JCN OIL SERVICE	110.00	495043	
HALLEE M SEWELL	37.01	495058	
VETERANS SERVICE			1,155.43*
UNITED STATES POSTAL SERVICE	5.76	494930	
MOSQUITO CONTROL FUND			5.76*
ADAPCO, INC.	26,251.50	494832	
CITY OF NEDERLAND	31.90	494843	
MUNRO'S	71.94	494879	
AT&T	33.97	494904	
O'REILLY AUTO PARTS	139.79	495027	
CY-FAIR TIRE	36.95	495037	
CHARTER COMMUNICATIONS	72.67	495062	
FEMA EMERGENCY			26,638.72**
P SQUARED EMULSION PLANTS, LLC	31,174.41	495032	
BREATH ALCOHOL TESTING			31,174.41**
CASH ADVANCE ACCOUNT	1,226.75	494867	
J.C. FAMILY TREATMENT			1,226.75**
MARY BEVIL	1,131.50	495044	
SECURITY FEE FUND			1,131.50**
SMITHS DETECTION	950.00	494994	
ALLIED UNIVERSAL SECURITY SERVICES	10,087.42	495040	
EMPG GRANT			11,037.42**
CHARTER COMMUNICATIONS	122.62	495064	
GRANT A STATE AID			122.62**

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT OFFICE DEPOT	1,361.62 299.99	494867 494885	1,661.61**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE JCCSC	66.22 176.01 199.00	494930 494931 494981	441.23**
SHERIFF'S TRAINING GRANT			
VIGILANT SOLUTIONS LLC	35,900.00	495017	35,900.00**
LAW OFFICER TRAINING GRT			
DELL MARKETING L.P. ENTERGY OFFICE DEPOT SAM'S CLUB DIRECT INSIGHT PUBLIC SECTOR INC	1,363.77 244.65 834.70 51.92 1,050.78	494847 494862 494885 494991 495000	3,545.82**
COUNTY CLERK - RECORD MGT			
EASTMAN PARK MICROGRAPHICS INC	6,756.09	494987	6,756.09**
COUNTY RECORDS MANAGEMENT			
OFFICE DEPOT HHM & ASSOCIATES, INC.	41.30 23,714.00	494885 495051	23,672.70**
CONST. PCT 1 EDUCATION			
TAC - TEXAS ASSN. OF COUNTIES	460.00	494905	460.00**
DEPT STATE HEALTH GRANT			
DELL MARKETING L.P.	1,518.72	494847	1,518.72**
J.P. COURTROOM TECH. FUND			
TYLER TECHNOLOGIES INC	24,912.56	495038	24,912.56**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT. CASH ADVANCE ACCOUNT M&D SUPPLY MUNRO'S OFFICE DEPOT JOSEPH SEMIEN MATERA PAPER COMPANY INC CINTAS CORPORATION GRINNELL COMPUTERS	86.65 802.35 14.17 162.57 54.52 34.52 59.81 36.98 350.00	494841 494867 494871 494879 494885 494961 494995 495014 495016	1,601.57**
COUNTY CLERK ELECTION CON			
HART INTER CIVIC	3,265.80	494864	3,265.80**
CAPITAL PROJECTS FUND			
MAVERICK COMMUNICATIONS, INC. SOUTEX SURVEYORS INC	54,663.46 2,200.00	494873 494979	56,863.46**
AIRPORT FUND			
CITY OF NEDERLAND LOUIS' YAZOO SALES & SERVICE, LLC MUNRO'S TRIANGLE BLUE PRINT CO., INC. WORTH HYDROCHEM BUBBA'S AIR CONDITIONING LOWE'S HOME CENTERS, INC. BLUE GLOBES	555.75 381.60 128.98 20.00 180.00 112.50 426.17 1,529.62	494843 494870 494879 494908 494912 494913 494940 494964	

NAME	AMOUNT	CHECK NO.	TOTAL
ATTABOY TERMITE & PEST CONTROL	317.25	494968	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	63.08	494998	
TITAN AVIATION FUELS	98,443.43	495029	102,158.38**
AIRPORT IMPROVE. GRANTS			
FITZ & SHIPMAN, INC.	17,500.00	494859	
KSA ENGINEERS INC	33,327.60	495045	
APPLIED PAVEMENT TECHNOLOGY, INC.	44,167.20	495057	94,994.80**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	76,895.96	495023	
NEUROMUSCULAR CORPORATE SOLUTIONS	18,900.00	495031	95,795.96**
PAYROLL FUND			
JEFFERSON CTY. TREASURER - HEALTH	364.96	494826	
JEFFERSON CTY. TREASURER - PAYROLL	2,381.66	494827	
JEFFERSON CTY. TREASURER - PAYROLL	885.52	494828	
JEFFERSON CTY. TREASURER - TCDRS	884.38	494829	4,516.52**
GLO DISASTER RECOVERY			
FREESE AND NICHOLS, INC	1,364.04	495056	1,364.04**
MARINE DIVISION			
CITY OF NEDERLAND	21.40	494843	
COCOMO JOE'S	162.00	494846	
JACK BROOKS REGIONAL AIRPORT	490.99	494866	
SETZER HARDWARE, INC.	43.86	494898	
SIERRA SPRING WATER CO. - BT	163.30	494934	
BUMPER TO BUMPER	255.72	494948	
PORTER-STRAIT INSTRUMENT CO., INC.	550.00	494951	
SHOPPA'S FARM SUPPLY	93.15	495003	
GALLS LLC	200.00	495009	
VECTOR SECURITY	44.95	495022	2,025.37**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	494926	
GALLS LLC	28.35	495009	142.74**
			1,376,064.65***

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS      §  
                                  §  
COUNTY OF JEFFERSON    §

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned JEFFERSON COUNTY, TEXAS (hereinafter **Grantor**), 1149 Pearl Street, Beaumont, Texas 77701, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, and with the intention to donate the herein described property to JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7, P.O. Box 3244, Port Arthur, Texas 77642, have granted, sold, and conveyed, and by these presents does grant, sell, and convey to the said JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7 (hereinafter **Grantee**) all that certain property described in Exhibit "A" attached hereto and incorporated herein by reference, and Grantor grants, assigns and conveys to Grantee the ingress and egress easement described in the Easement Agreement filed in clerk's file no. 2020029668, official public records of Jefferson County, Texas, said easements being described in Exhibit "B" attached hereto and incorporated herein by reference. To have and to hold the described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever. And Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever, lawfully claiming by, through, or under said Grantor but not otherwise.

This conveyance is subject to, all and singular, but only to the extent currently valid and enforceable against the premises, (a) all rights-of-ways and easements, whether of record or not, (b) all restrictions, covenants and conditions, reservations, mineral severances, oil and gas leases and all other instruments that affect the premises, and (c) rights, if any, of adjoining property owners of fences situated on a common boundary line.

EXECUTED this the 10 day of May, 2022.

GRANTOR:

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

STATE OF TEXAS §  
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the 10<sup>th</sup> day of May, 2022, by  
JEFF BRANICK, County Judge of Jefferson County, Texas, on behalf of said county, known to me to be  
the person whose name is subscribed hereto.



*Loma C George*  
Notary Public - State of Texas

## GRANTEE:

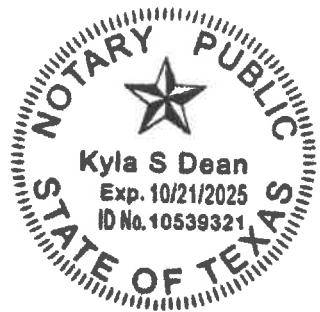
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

  
\_\_\_\_\_  
Phil Kelley, Manager

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the 5<sup>th</sup> day of May, 2022, by  
PHIL KELLEY, Manager of Jefferson County Drainage District No. 7, on behalf of said drainage district,  
known to me to be the person whose name is subscribed hereto.

  
\_\_\_\_\_  
Notary Public - State of Texas

## AFTER RECORDING RETURN TO:

Diane Smith  
P.O. Box 3244  
Port Arthur, TX 77643

## EXHIBIT A

**93.56 ACRES OF LAND  
OUT OF THE MCFADDIN TRUST  
SITUATED IN THE T. & N.O.R.R. SURVEY  
NO.1 ABSTRACT NO. 257  
JEFFERSON COUNTY, TEXAS**

**BEING** 93.56 acres of land, out of and part of Tract 13-B-1 The McFaddin Trust, recorded in File No. 2016033381, situated in the T.& N.O.R.R Survey, No. 1, Abstract No. 257, Official Public Records, Jefferson County, Texas; said 93.56 acre tract being more fully described by metes and bounds as follows, to wit;

*Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.*

**BEGINNING** at a  $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", found for the Southeast corner of said Tract 13-B-1, on the West right of way line of a dedicated road named US Highway 69/96/287; said  $\frac{1}{2}$ " steel rod, being on the North line of a (Called 7.223) acre tract of land, described in a deed to Gulf States Utilities Company, recorded in Volume 1586, Page 196, Deed Records, Jefferson County, Texas, and the Southeast corner of the herein described tract; having a Texas Coordinate of N: 13938557.06, E: 3541074.55;

**THENCE**, South 86 deg., 21 min., 43 sec., West, (Called South 86 deg., 21 min., 41 sec., West), on the North line of the (Called 7.223) acre tract and a portion of the North line of a (Called 18.483) acre tract described in a deed to Gulf States Utilities Company, recorded in Volume 1586, Page 165, Deed Records, Jefferson County, Texas, a distance of 2803.42' (Called 2803.36'), to a 1/2"" steel rod, capped and marked "SOUTEX", found for the Southeast corner of a (Called 78.89) acre tract of land, described in a deed to Texas Department Of Criminal Justice, recorded in File No. 9731119, Official Public Records, Jefferson County, Texas, said  $\frac{1}{2}$  steel rod being the Southwest corner of said Tract 13-B-1 and Southwest corner of the herein described tract;

**THENCE**, North 27 deg., 42 min., 25 sec., West, (Called North 27 deg., 42 min., 20 sec., West), on the East line of the (Called 78.89) acre tract, same being the West line of said Tract 13-B-1, a distance of 1437.37', to a  $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", set for the Southwest corner of a (Called 23.69) acre tract of land described in a deed to Lamar State College-Port Arthur, recorded in File No. 2020027901, Official Public Records, Jefferson County, Texas, said  $\frac{1}{2}$ " steel rod, being an exterior corner of the herein described tract;

**THENCE**, North 62 deg., 17 min., 40 sec., East, on the South line of the (Called 23.69) acre tract, a distance of 658.67', to a  $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", set for the Southeast

corner of the (Called 23.69) acre tract, said  $\frac{1}{2}$ " steel rod, being an interior corner of the herein described tract;

**THENCE**, North 45 deg., 33 min., 21 sec., West, on the East line of the (Called 23.69) acre tract, a distance of 483.20', to a  $\frac{1}{2}$  steel rod, capped and marked "SOUTEX", set for corner; said  $\frac{1}{2}$ " steel rod, being on the West line of a Jefferson County Drainage District No. 7 100' wide drainage easement, recorded in Film Code 104-90-1940, Official Public Records, Jefferson County, Texas;

**THENCE**, the following bearings and distances, to a  $\frac{1}{2}$ " steel rods, capped and marked "SOUTEX", set on the common line of the (Called 23.69) acre tract and the West line of the 100' wide drainage easement:

North 39 deg., 33 min., 58 sec., West, 235.69'

North 34 deg., 22 min., 50 sec., West, 270.39'

North 20 deg., 41 min., 55 sec., West, 179.75'

North 07 deg., 41 min., 06 sec., East, 274.43'

North 17 deg., 31 min., 45 sec., West, 288.28', to a  $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", set for the Northeast corner of the (Called 23.69) acre tract, said  $\frac{1}{2}$ " steel rod being on the North line of said Tract 13-B-1 and Northwest corner of the herein described tract; from which  $\frac{1}{2}$ " steel rod, found for the Northeast corner of the (Called 78.89) acre tract, same being the Northwest corner of said Tract 13-B-1, bears North 82 deg., 50 min., 49 sec., West, (Called North 82 deg., 51 min., 20 sec., West), a distance of 807.05' (Called 807.25');

**THENCE**, South 82 min., 50 min., 49 sec., East, (Called South 82 deg., 51 min., 20 sec., East), on the North line of said Tract 13-B-1, a distance of 846.92' (Called 846.89'), to a  $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", found for the Northeast corner said Tract 13-B-1, same being the Northwest corner of a (Called 50.234) acre tract of land described in a deed to Jefferson County, Texas, recorded in File No. 2014001255, Official Public Records, Jefferson County, Texas, said  $\frac{1}{2}$ " steel rod, being the Northeast corner of the herein described tract;

**THENCE**, South 27 deg., 44 min., 41 sec., East, (Called South 27 deg., 44 min., 32 sec., East), on the common line of said Tract 13-B-1 and the (Called 50.234) acre tract, a distance of 1824.82' (Called 1824.86'), to a  $5/8$ " steel rod, capped and marked "WHITELEY", found for the Southwest corner of the (Called 50.234) acre tract, same being an interior corner of the herein described tract;

**THENCE**, South 82 deg., 53 min., 15 sec., East, (Called South 82 deg., 53 min., 59 sec., East), continuing on a common line of said tract 13-B-1 and the (Called 50.234) acre tract, a distance of 591.00' (Called 590.84'), to a  $5/8$ " steel rod, capped and marked "WHITELEY", found for the Northwest corner of a (Called 7.3983) acre tract of land described in a deed to 3875 Highway 69, LLC., recorded in File No. 2017004851, Official Public Records, Jefferson County, Texas, said  $\frac{1}{2}$ " steel rod, being the most Easterly Northeast corner of the herein described tract;

**THENCE**, South 03 deg., 53 min., 13 sec., East, (Called South 03 deg., 53 min., 46 sec., East), on the West line on the (Called 7.3983) acre tract, same being the East line of said Tract 13-B-1, a distance of 525.47', passing a  $5/8$ " steel rod, capped and marked "WHITELEY", found for the Southwest corner of the (Called 7.3983) acre tract, same being the Northwest corner of a (Called

12.500) acre tract of land described in a deed to Industrial Safety Training Counsel, recorded in File No. 2012026613, Official Public Records, Jefferson County, Texas; continuing on the common line of said Tract 13-B-1 and the (Called 12.500) acre tract, a total distance of 1010.16' (Called 1010.35'), to a  $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", found for the Southwest corner of the (Called 12.500) acre tract, said  $\frac{1}{2}$ " steel rod, being an interior corner of the herein described tract;

**THENCE**, North 86 deg., 21 min., 21 sec., East, (Called North 86 deg., 21 min., 25 sec., East), on the common line of said Tract 13-B-1 and the (Called 12.500) acre tract, a distance of 1230.86' (Called 1230.79), to a  $\frac{1}{2}$ " steel rod, found for the Southeast corner of the (Called 12.500) acre tract, same being the most Easterly Northeast corner of said Tract 13-B-1 on the West right of way line of said US Highway 69/96/287, said  $\frac{1}{2}$ " steel rod, being the most Easterly Northeast corner of the herein described tract;

**THENCE**, South 27 deg., 40 min., 16 sec., East, (Called South 27 deg., 40 min., 53 sec., East), on the West right of way line of said US Highway 69/96/287; same being the East line of said Tract 13-B-1, a distance of 153.39' (Called 153.32') to the **POINT OF BEGINNING** and containing 93.56 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on July 28, 2021.

**Jefferson County Drainage District No. 7**

**LS-21-0709**

**EXHIBIT B****Ingress and Egress Easement**

**TRACT II**  
**0.3910 ACRE OF LAND**  
**OUT OF THE T. & N.O.R.R. SURVEY NO. 1, ABSTRACT NO. 257**  
**JEFFERSON COUNTY, TEXAS**

BEING 0.3910 acre of land out of and a part of the T & NORR Survey No. 1, Abstract No.257, Jefferson County, Texas; being part of Tract 14A of Partition Map No. 2, The Mc Faddin Trust, recorded in Volume 7, Page 133, Map Records, Jefferson County, Texas; being out of a (Called 689.690) acre tract of land described in a deed to Texas Department of Criminal Justice, recorded in Film Code 102-98-2207, Official Public Records, Jefferson County, Texas; said 0.3910 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances, and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a  $\frac{1}{2}$ " steel rod, capped and marked 'SOUTEX", found for the Northeast corner of Tract 13-B-1, plat of 117.2 acres of land, recorded in File No. 2016033831, Official Public Records, Jefferson County, Texas; said  $\frac{1}{2}$ " steel rod being the Northwest corner of a (Called 50.234) acre tract of land described in a deed to Jefferson County, Texas, recorded in File No. 2014001255, Official Public Records, Jefferson County, Texas, and being the Southeast corner of the herein described tract; having a Texas Coordinate of N: 13941310.74, E: 3538270.46;

THENCE, North 82 deg., 50 min., 55 sec., West, on the North line of Tract 13-B-1, a distance of 64.68' to a  $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", set for the Southwest corner of the herein described tract;

THENCE, North 14 deg., 46 min., 11 sec., West, a distance of 272.27' to a  $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", set on the South right of way line of a dedicated road named FM Highway 3514; said  $\frac{1}{2}$ " steel rod being the Northwest corner of the herein described tract;

THENCE, on the South right of way line of said FM Highway 3514 on the arc of a curve to the left having a radius of 2949.79', an arc length of 60.00', a chord bearing of North 75 deg., 48 min., 47 sec., East, a chord distance of 60.00', to a  $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", set for the Northeast corner of the herein described tract; from a  $\frac{1}{2}$ " steel rod found in concrete on the South right of way line of said FM Highway 3514 bears North 69 deg., 04 min., 27 sec., East a distance of 632.66';

THENCE, South 14 deg., 46 min., 11 sec., East, a distance of 295.80' to the POINT OF BEGINNING and containing 0.3910 acre of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Survey No. 5481 on December 30, 2019.

Jefferson County  
19-1175 – 1

AFTER RECORDING RETURN TO:

Jefferson County Drainage District No. 7  
Attn: Diane Smith  
P.O. Box 3244  
Port Arthur, TX 77643

Permit Number: 03-P-22  
 Precinct Number: 2  
 Bond Number: 9393778

### APPLICATION FOR PIPE LINE PERMIT

Date: April 25, 2022

HONORABLE COMMISSIONERS' COURT  
 JEFFERSON COUNTY  
 BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Florida Gas Transmission Company, LLC \_\_\_\_\_, (Company)  
 does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:  
Labelle Road and Ridgeliagh Road

Number of drawings attached 2 *10 m.*

Construction will begin on or after May 3 *2022*

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on May 8, 2022 and all subsequent revisions thereof to date. *10 m.*

Enclosed, please find the required permit fee:

<u>2</u>	Road crossing @ \$100.00	<u>200.00</u>	\$ <u>200.00</u>
_____	Miles parallel @ \$150.00/mile or fraction	_____	\$ _____
	TOTAL	_____	\$ <u>200.00</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be **\$5,000.00 per crossing** and **\$50,000.00 per mile or fraction** thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Florida Gas Transmission Company, LLC

Company Name

*Kevin Taliaferro*

Company Representative Name/Title

*Kevin Taliaferro as Sr. Director - Land & ROW*

*BRIAN LUKETT*

*SR LAND & ROW CONSULTANT*  
 REV 2020

4234 Boonville Rd, Suite 100, Bryan TX 77802

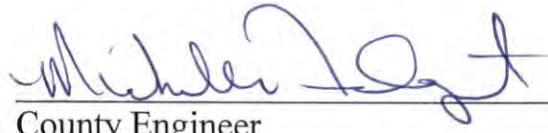
Address

*(503)267-6435*

Phone Number

## ENGINEERING ACTION FORM

The minimum standard bond required is \$ 10,000.00



Michael D. Ogle  
County Engineer

5-5-2022  
Date

## COMMISSIONERS COURT ORDER

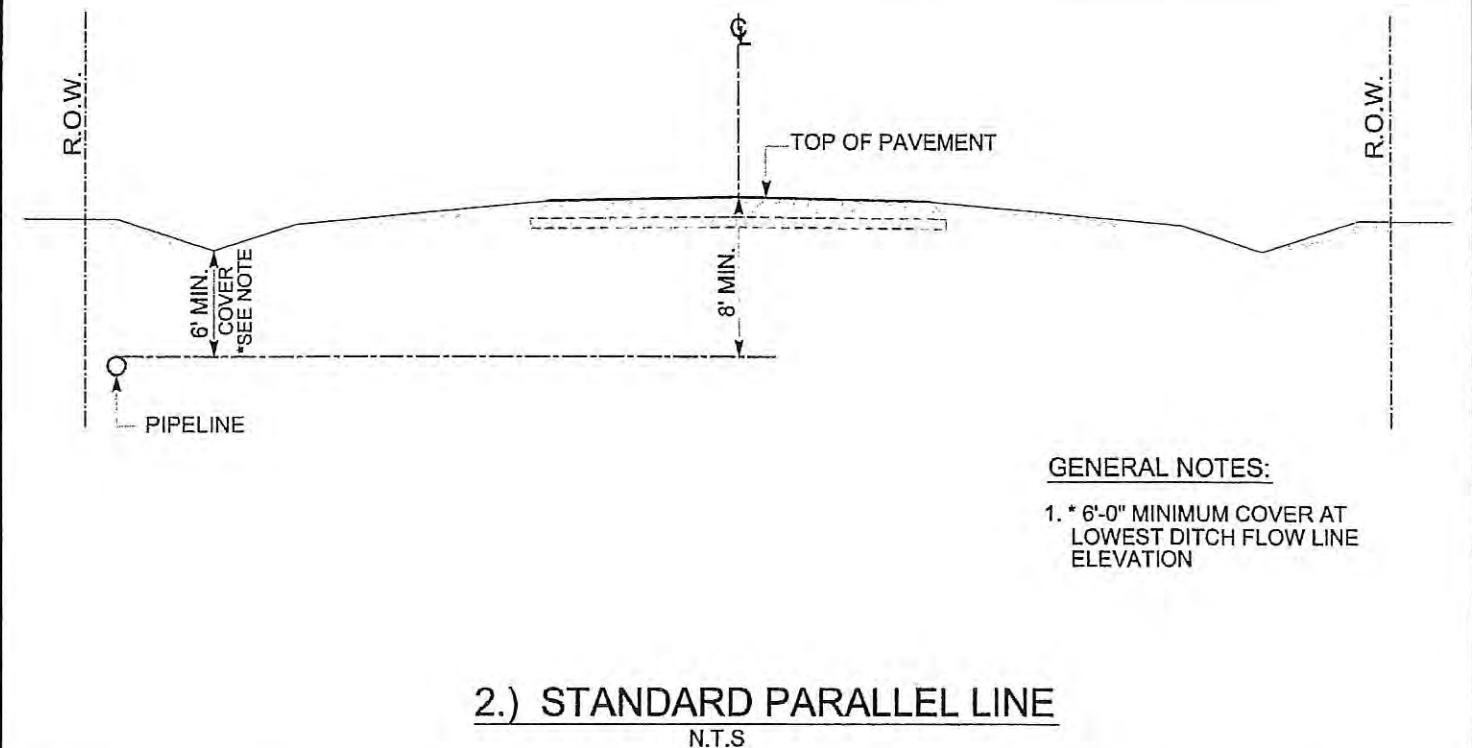
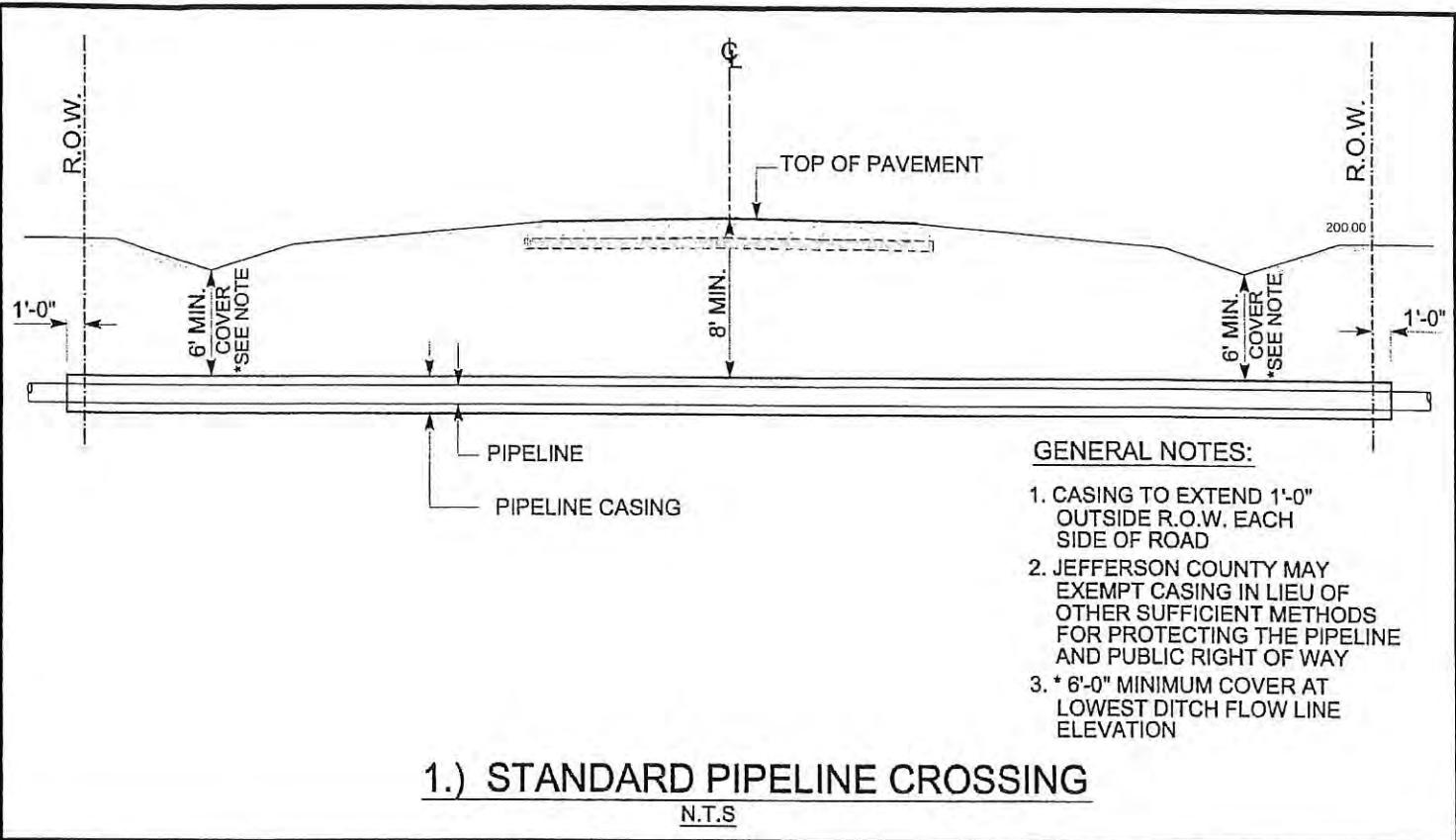
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 10,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By



County Judge



JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**Pipeline Details (STD)**

DRAWN:	J.D.	SHEET NO.
CHECKED:	S.S.	REVISED: 01/15/2020







**ZURICH**

**Performance and Completion Bond**

Bond No. **9393778**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE **Florida Gas Transmission Company LLC** as Principal, and **Fidelity and Deposit Company of Maryland** a corporation duly incorporated under the laws of the State of Maryland and authorized to do business in the State of **Texas**, as Surety, are held and firmly bound unto **Jefferson County**, as Obligee, in the penal sum of **Ten Thousand and no/100 \*\*\*\* (\$10,000.00)** Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following work in the public right of way:

**Pipeline Construction for 24inch line under Labelle and Ridgeleigh**. (the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that the Permitted Work will be:

1. Complete within the prescribed time limits all work required under the terms and conditions of the Permit, including the application, plans and specifications, as approved by \_\_\_\_\_
2. Provide and maintains the Security in full force and effect until all work under this Permit, including stormwater management facilities, where applicable, is completed and accepted by **Jefferson County**

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its condition prior to the commencement of the Permitted Work, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on **April 27, 2022**.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability thereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this **April 27, 2022**.

**Florida Gas Transmission Company LLC**

By:

Principal

**Fidelity and Deposit Company of Maryland**

By:

Lupe Tyler/

Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Melissa L. FORTIER, Donna L. WILLIAMS, Vanessa DOMINGUEZ, Michael J. HERROD, Lupe TYLER, Lisa A. WARD, Terri L. MORRISON, Misty WRIGHT, Erin M. DENNISON, Andrea M. PENALOZA, Gina A. RODRIGUEZ, Amanda GEORGE**, of Houston, Texas, Each, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of September, A.D. 2020.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

*Dawn E. Brown*

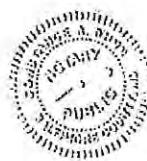
By: *Dawn E. Brown*

Secretary

State of Maryland  
County of Baltimore

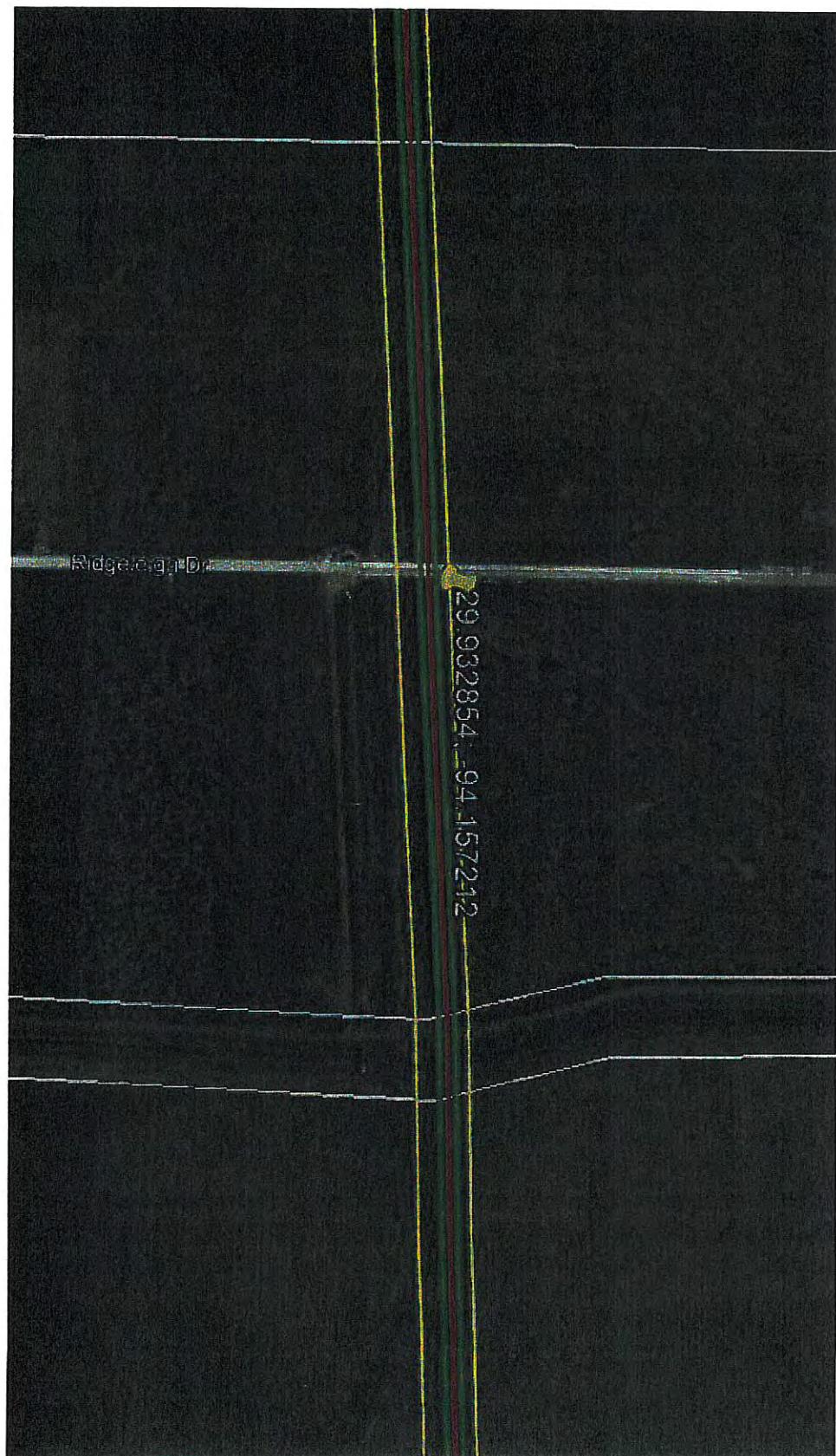
On this 22nd day of September, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023





**RAILROAD COMMISSION OF TEXAS**  
**OVERSIGHT AND SAFETY DIVISION - PIPELINE SAFETY**  
**PIPELINE PERMITTING AND MAPPING SECTION**  
**PERMIT TO OPERATE A PIPELINE IN TEXAS**

09/13/2017

Permit Number: 00201

Commodity transported: Natural Gas

Classification: Gas Utility

FLORIDA GAS TRANSMISSION CO. LLC  
Attn: Lawrence Biediger  
PO Box 4967  
Houston ,Texas 77002

This is to certify that FLORIDA GAS TRANSMISSION CO. LLC has complied with Railroad Commission rule 16 Tex. Admin. Code §3.70 governing pipelines in accordance with Texas Natural Resources Code, §81.051, and is granted this permit by the Commission to operate the following pipeline or pipelines located in the following county or counties:

Jackson, Galveston, Brazoria, San Patricio, Matagorda, Refugio, Calhoun, Victoria, Jefferson, Orange, Chambers, Wharton

**RENEWAL ONLY FOR 274.7 MILES OF INTERSTATE TRANSMISSION LINE.**

This permit is valid until the earlier of either one year from the date issued OR until there is a material change in the identity of entity owning the pipeline or pipelines; the entity physically operating the pipeline or pipelines; the entity economically operating the pipeline or pipelines; the commodity being transported in the pipeline or pipelines.

RAILROAD COMMISSION OF TEXAS  
PROCESSED BY: Ryan Hejl

April 27, 2022

Application Date

State Permit Number  
(If Applicable)

02-0W-22

Permit Number

2

Precinct Number

## JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Florida Gas Transmission Company, LLC Phone Number: (503)267-6435Business Address: 1300 Main Street, Houston, Texas 77002Local Representative: BRIAN LUCKETT 503 267 6435Description of Work/Type/Location: Pipeline construction and movement of materials along Labelle Rd and Ridgeleigh DriveDescription of Route: From FM 365 north along Labelle Rd to ROW location and FM 365 North along Ridgecrest Dr to Ridgeleigh Dr and then north to ROW locationBond Number: 9393779Bond Amount: \$200,000.00

Check Applicable Boxes:

 Under 100,000 Lbs.  Over 100,000 Lbs.  Over 200,000 Lbs.

 90 Day Renewal Permit (\$200 Fee) Original Permit Number: \_\_\_\_\_

 One (1) Year Annual Permit (\$500 Fee)

Permit Approved:

 Yes  No (If No Reason) \_\_\_\_\_

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Florida Gas Transmission Company, LLC

Business Name

1300 Main St

Mailing Address

Houston, TX 77002Kevin Taliaferro Senior Director - Land and ROW

Representative Name and Title

Jefferson County

County Engineer

Precinct Superintendent

Engineering Specialist

Kevin Taliaferro 5/1/2022

Representative Signature and Date



STATE OF TEXAS

COUNTY OF JEFFERSON

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

AN ORDER REGARDING ROAD USE IN  
JEFFERSON COUNTY

1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013



JUDGE JEFF R. BRANICK  
County Judge

STATE OF TEXAS

§

COUNTY OF JEFFERSON

§  
§

**ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY**  
**AND FLORIDA GAS TRANSMISSION COMPANY**

WHEREAS, Florida Gas Transmission Co (hereinafter "Company") intends to conduct Pipeline construction [describe operation], (hereinafter the "Project") at a site located on Labelle Road and Ridgeleigh Drive (county road name) located in Precinct No. 2; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1<sup>st</sup> road name] and County [2nd road name]:

1. County Road Labelle Road,
2. County Road Ridgeleigh Drive; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

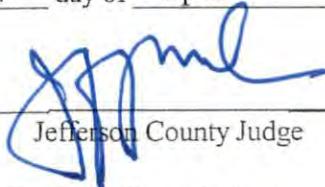
WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Labelle and County road Ridgeleigh for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of May 1, 2022 to a termination date of July 31, 2022. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: N/A] and County [2nd road name: N/A] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 200,00.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendent for Precinct No. 2 of Jefferson County, Texas before transporting any equipment on County [road name: Labelle] and County [2nd road name: Ridgeleigh] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 27 day of April, 2022



Jefferson County Judge

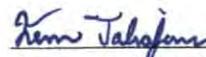
Approved by Jefferson County Commissioners Court on the 10 day of  
May, 2022

Attest:



Jefferson County Clerk



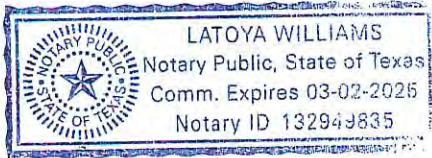
  
 Authorized Agent for Florida Gas Transmission  
Company, LLC

THE STATE OF TEXAS,  
DALLAS  
COUNTY OF JEFFERSON

§  
§  
§

I, LATOYA WILLIAMS, a notary public, do hereby certify that on this 2nd day of May, 2022, personally appeared before me Kevin Tahaferro, being by me first duly sworn, declared that he is the Sr. Director - ROW of Florida Gas Transmission Company, LLC and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 2nd day of May, 2022.



LATOYA WILLIAMS  
Notary Public, State of Texas  
Notary's Typed/Printed Name  
My commission expires

## Exhibit 1

## Estimate of Cost:

Length of [1<sup>st</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2<sup>nd</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

## Anticipated cost of Repair:

Repeat for each Road: [1<sup>st</sup> road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 32 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Equipment Operator \$ 29 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Other \$ 27 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 30 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Grader \$ 80 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Other \$ 80 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 100 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Asphalt \$ 100 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Other at \$ 100 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Total for [1<sup>st</sup> road name] \$ 1abellle Rd. & Ridgeleigh Dr.

Bond No. 9393779

## LICENSE OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENT:

That we, FLORIDA GAS TRANSMISSION COMPANY, LLC, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized under the laws of the State of IL with its principal office in the City of Schaumburg as Surety, are held and firmly bound unto JEFFERSON COUNTY COMMISSIONERS' COURT as Obligee, in the full penal sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained or is about to obtain from the said Obligee a license or permit for Right-of-Way; Labelle and Ridgeleigh and the term of said license or permit is as indicated opposite the space checked below:

Beginning the 27th day of April 2022, and

ending the 27th day of April 2023.

Continuous, beginning the    day of   .

WHEREAS, the Principal is required by law to file with JEFFERSON COUNTY COMMISSIONERS' COURT  
1149 Pearl St., 5th Floor, Beaumont, TX, 77701

a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounded Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses of damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this shall continue or be continued in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated this 27th day of April 2022.

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: Mark Vedral (SEAL)  
Mark Vedral

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Lupe Tyler (SEAL)  
Lupe Tyler, Attorney In Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Melissa L. FORTIER**, **Donna L. WILLIAMS**, **Vanessa DOMINGUEZ**, **Michael J. HERROD**, **Lupe TYLER**, **Lisa A. WARD**, **Terri L. MORRISON**, **Misty WRIGHT**, **Erin M. DENNISON**, **Andrea M. PENALOZA**, **Gina A. RODRIGUEZ**, **Amanda GEORGE**, of Houston, Texas, Each, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of September, A.D. 2020.



ATTEST:  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: **Robert D. Murray**  
Vice President

By: **Dawn E. Brown**

Secretary

**State of Maryland  
County of Baltimore**

On this 22nd day of September, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray**, Vice President and **Dawn E. Brown**, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of April, 2002.



Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
 1299 Zurich Way  
 Schaumburg, IL 60196-1056  
[www.reportsfcclaims@zurichna.com](mailto:www.reportsfcclaims@zurichna.com)  
 800-626-4577



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: May 4, 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 receive and file U.S. Department of Justice, United States Marshal Service modifications no. 19, 20 and 21 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. 78-01-0077	2. Effective Date January 11, 2022	3. Facility Code(s) 6DH	4. Modification No. Nineteen (19)	5. DUNS No. 010807-535
6. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		7. Local Government  Jefferson County Jail 1001 Pearl Street Beaumont, TX 77701		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$87.57	10. Guard/Transportation Hourly Rate \$30.30 <i>Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.</i>		

**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.

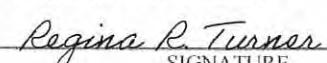
Attachment: Wage Determination (WD) Number 2015-5217 (Rev 19) dated 12/27/2021.

**ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE  
CURRENT INTEGVERNMENTAL 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  COUNTY JUDGE TITLE DATE	B. FEDERAL GOVERNMENT   SIGNATURE  Assistant Chief, Procurement TITLE 1-31-22 DATE
--	--

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 Administrator	25.19
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 Conditioning 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 dyeing 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)).

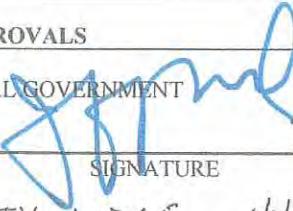
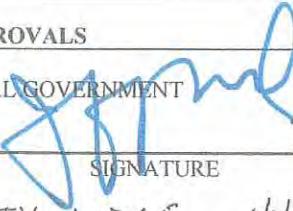
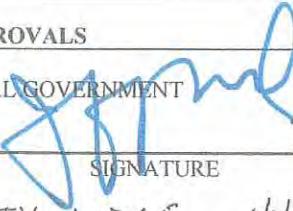
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Information required by the Regulations must be submitted on SF-1444 or bond paper.

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))."

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

**Modification of Intergovernmental Agreement**

Agreement No. 78-01-0077	2. Effective Date February 1, 2022	3. Facility Code(s) 6DH	4. Modification No. Twenty(20)	5. DUNS No. 010807-535		
6. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Procurement Branch CG-3, Suite 300 Washington, DC 20530-0001		7. Local Government  Jefferson County Jail 1001 Pearl Street Beaumont, TX 77701				
8. Appropriation Data 15X1020	9. Per-Diem Rate \$91.92	10. Guard/Transportation Hourly Rate \$33.03 <i>Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.</i>				
<p>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 adjust the current per diem of \$87.57 to \$91.92 and guard/transportation rate from \$30.30 to \$33.03 to reflect the Department of Labor Wage Determination (WD) Number 2015-5217 (Rev 19) dated 12/27/2021 to be effective 2/1/2022.</p>						
<b>ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.</b>						
<p>12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:</p> <p>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</p>						
<p>13. APPROVALS</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>A. LOCAL GOVERNMENT</p>             SIGNATURE            COUNTY JUDGE      4/12/22            TITLE      DATE         </td> <td style="width: 50%; vertical-align: top;"> <p>B. FEDERAL GOVERNMENT</p>             SIGNATURE            Assistant Chief, Procurement      4-14-2022            TITLE      DATE         </td> </tr> </table>					<p>A. LOCAL GOVERNMENT</p>  SIGNATURE COUNTY JUDGE      4/12/22 TITLE      DATE	<p>B. FEDERAL GOVERNMENT</p>  SIGNATURE Assistant Chief, Procurement      4-14-2022 TITLE      DATE
<p>A. LOCAL GOVERNMENT</p>  SIGNATURE COUNTY JUDGE      4/12/22 TITLE      DATE	<p>B. FEDERAL GOVERNMENT</p>  SIGNATURE Assistant Chief, Procurement      4-14-2022 TITLE      DATE					

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5217 Revision No.: 19 Date Of Last Revision: 12/27/2021

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022 Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022 Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Texas

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Area: Texas Counties of Hardin Jefferson Orange

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.05
01012 - Accounting Clerk II		16.89
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		24.00
01035 - Court Reporter		27.82
01041 - Customer Service Representative I		12.71
01042 - Customer Service Representative II		13.87
01043 - Customer Service Representative III		15.58
01051 - Data Entry Operator I		15.93
01052 - Data Entry Operator II		17.38
01060 - Dispatcher Motor Vehicle		19.43
01070 - Document Preparation Clerk		14.39

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 Administrator	25.19
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)
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	(see 2)
Surface Programs	25.76
30621 - Weather Observer Senior	(see 2)
31000 - Transportation/Mobile Equipment Operation Occupations	28.62
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 dyeing 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))."

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

**Modification of Intergovernmental Agreement**

1. Agreement No. 78-01-0077	2. Effective Date February 8, 2022	3. Facility Code(s) 6YB	4. Modification No. 21	5. DUNS No. 010807535
6. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		7. Local Government  Jefferson County Correctional Fac. 1110 Pearl Street Beaumont, TX 77720		
8. Appropriation Data 15X1020	9. Per-Diem Rate N/A	10. Guard/Transportation Hourly Rate 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)

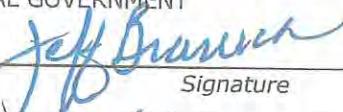
**NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS CHANGE**

**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**

**A. LOCAL GOVERNMENT**

  
Signature  
Jeff Branch  
County Judge  
TITLE  
2/22/22  
DATE

**B. FEDERAL GOVERNMENT**

REGINA TURNER

Digitally signed by REGINA TURNER  
Date: 2022.04.29 11:51:44 -04'00'

Signature

Assistant Chief, Procurement

DATE

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<p><u>Addendum #1:</u></p>	
<p>• <b>Administration</b></p>	
<ol style="list-style-type: none"> <li>1. The FPBDS can be found at: <a href="https://www.usmarshals.gov/prisoner/detention-standards.htm">https://www.usmarshals.gov/prisoner/detention-standards.htm</a></li> <li>2. In the event that there is a conflict between standards, the FPBDS shall prevail. Jefferson County Correctional Fac. shall comply with Congressional mandates, federal laws, Executive Orders and all existing Jefferson County Correctional Fac. policies. Jefferson County Correctional Fac. shall provide a means for verification of its American Correctional Association accreditation.</li> <li>3. All work assignments for unsentenced Federal prisoners must be voluntary.</li> <li>4. 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:PODCCInquiries@usdoj.gov">PODCCInquiries@usdoj.gov</a>.</li> <li>5. 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>6. 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>7. 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>8. The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.</li> <li>9. 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>10. 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>11. 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>12. The Local Government shall properly inventory, store, and return prisoner property upon release.</li> <li>13. The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.</li> <li>14. 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> <li>15. 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.</li> <li>16. The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners</li> </ol>	

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**Addendum #2**

**• Medical Services**

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.
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.
3. *The Local Government shall notify the local USMS district office of any infectious disease outbreak*
4. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program.
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.
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 *National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails*. 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.
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.
8. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment

**Addendum #3**

**• Optional Guard/Transportation Services to/from Medical Facility**

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.
2. The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

**• Optional Guard/Transportation Services to/from U.S. Courthouse**

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 [PODCoCInquiries@usdoj.gov](mailto:PODCoCInquiries@usdoj.gov).

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- **Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)**
  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 [PODCoCInquiries@usdoj.gov](mailto:PODCoCInquiries@usdoj.gov).
- **Optional Guard Services to Video Teleconference Hearings within Facility**
  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 [PODCoCInquiries@usdoj.gov](mailto:PODCoCInquiries@usdoj.gov)

**Addendum #4**

- **Video Teleconference Hearings within the Facility**
  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.

**Addendum #5**

- **Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody**
  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.

**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.

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<u>Addendum #7</u>	
<ul style="list-style-type: none"><li>• <b>Restrictive Housing and Suicide Prevention</b><ol style="list-style-type: none"><li>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.</li></ol></li></ul>	