



Ector County Commissioners' Court

June 24, 2025

10:00 AM

Commissioners' Courtroom, Ector County Administration Building Annex, 1010 E. 8th St.,
Odessa, Texas

CALL TO ORDER- Judge Dustin Fawcett

INVOCATION- Commissioner Samantha Russell

PLEDGE OF ALLEGIANCE- United States and Texas

SPECIAL PRESENTATIONS/REQUESTS/RESOLUTIONS

1. *Public Participation/Comments, Shelby Rigtrup- Public Information Officer:*

To receive public comments on non-agenda related items.

2. *Presentation, Mike Gardner- Commissioner, Pct. #1:*

To consider, discuss, and take any necessary action to *receive a presentation* from John Kelley, ECUD Board President.

3. *Presentation/Update, Dustin Fawcett- Ector County Judge:*

To consider, discuss, and take any necessary action to *receive a presentation/update* from Ector County Public Works and Environmental Enforcement regarding the *South Ector Emergency Declaration Operations*.

4. *Food Truck Request: Annex Building Parking Lot, John Henderson- Commissioners' Court Attorney/Grant Writer:*

To consider, discuss, and take any necessary action regarding a request from Betty Quintero to park her food truck on County Property within the Annex Building parking lot, to allow the sale of food/beverages to staff and constituents, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

5. *Donation, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action to *accept* a \$6,650.00 donation from Law Enforcement Partners to the Ector County Sheriff's Office.

6. *Donation, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action to accept a \$150,000.00 donation from Bustin' for Badges to the Ector County Sheriff's Office.

AWARD OF BIDS/PROPOSALS

7. *Bid Award: Trucking & Hauling Services, Lucy Soto- Purchasing Director, Jeffrey Avery- Public Works Director:*

To consider, discuss, and take any necessary action to *approve* the *award* for *Trucking & Hauling Services Project ID No. 2025-IFB-085*, to JC Roberts Construction Company, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

CONTRACTS/AGREEMENTS/GRANTS

8. *MOU & Notice to Proceed: USPS, Dustin Fawcett- County Judge:*

To consider, discuss, and take any necessary action to *approve* and to enter into a *Memorandum of Understanding (MOU)* with the United States Postal Service (USPS), and to issue a *Notice to Proceed* to the Design-Build Team on the future site of the Courthouse to be at the current USPS site, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

9. *Notice to Proceed: Demolition, Dustin Fawcett- Ector County Judge:*

To consider, discuss, and take any necessary action to issue a *Notice to Proceed* to the Design-Build Team in relation to the demolition of properties pertaining to the Courthouse Design-Build Project, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

10. *Change Order Approval Request, Dustin Fawcett- Ector County Judge:*

To consider, discuss, and take any necessary action to *approve* a *Change Order* for the design of the future parking garage, post office, and vehicle maintenance facility, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

11. *Vacate Property Authorization, Dustin Fawcett- Ector County Judge:*

To consider, discuss, and take any necessary action to *approve* and *request* Julie Prentice, Ector County Attorney, to send letters to all property occupants to vacate in anticipation of future demolition, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

12. *Budget/Agreement Amendment Request: DSHS Contract No. HHS001311600001, Eunice Ibarra- Health Department Secretary:*

To consider, discuss, and take any necessary action to *approve a budget/agreement amendment to DSHS Contract No. HHS0001311600001 for Health Emergency Preparedness and Response Grant Agreement*, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; this budget was deleted in its entirety and replaced with Attachment B-1, revised Budget Amendment No. 2, as the budget was divided to include one county employee and one contract employee.

13. *Purchase Request: Sign Material, Lucy Soto- Purchasing Director, Jeffrey Avery- Public Works Director:*

To consider, discuss, and take any necessary action to *approve the purchase of sign material from Centerline Supply through the BuyBoard Cooperative Contract No. 703-23*, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

14. *Professional Services Agreement: Tyler Technologies, Jennifer Martin- County Clerk:*

To consider, discuss, and take any necessary action to *approve a Professional Services Agreement* by and between Ector County, Texas, and Tyler Technologies, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; this agreement is for Tyler Technologies to set up file share, monitor, deploy and publish Texas OCA Court Reminder ECR report which will allow other offices to take advantage of the free ECourt Date services.

PERSONNEL REQUESTS

15. *Salary Change Request, Amber Valles- Public Works Department Coordinator:*

To consider, discuss, and take any necessary action regarding a *salary change request* for the new Engineer Specialist to increase to a Step 5, hourly rate \$24.37, due to qualifying skills and a degree associated with this position, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

POLICIES/PROCEDURES

16. *Resolution: Tax Abatement Guidelines & Criteria, Julie Prentice- County Attorney:*

To consider, discuss, and take any necessary action to *approve a Resolution* to extend the Ector County Tax Abatement Guidelines and Criteria, an additional two years, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

17. *Procurement Policies & Procedures, Julie Prentice- County Attorney:*

To consider, discuss, and take any necessary action regarding the *Ector County Procurement Policies and Procedures*, Section 2(c)(3), to update the limit to \$50,000.00 as set in Section 262.023, Texas Government Code, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

18. *Procurement Policies & Procedures: September 1st, 2025, Julie Prentice- County Attorney:*

To consider, discuss, and take any necessary action regarding the *Ector County Procurement Policies and Procedures*, Section 2(c)(3), to update the limit to \$100,000.00 as set in Section 262.023, Texas Government Code, effective September 1st, 2025, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

CONSENT AGENDA

19. *Proposed Consent Agenda, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action regarding the following *Proposed Consent Agenda*:

19a.) Line-Item Transfer- Elections:

To consider, discuss, and take any necessary action to *approve a line-item transfer* to Elections Fund, Educational Travel, 004-980-5161 from Postage, 004-980-5193 for \$6,600.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

19b.) Line-Item Transfer- County Clerk:

To consider, discuss, and take any necessary action to *approve a line-item transfer* to General Fund, County Clerk, Professional Services, 001-160-5307 from Educational Travel, 001-160-5161 for \$1,500.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

19c.) Line-Item Transfer- Cemetery:

To consider, discuss, and take any necessary action to *approve a line-item transfer* to General Fund, Special Departmental Equipment, 001-720-5507 from Botanical Supplies, 001-720-5189 for \$6,200.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

BUDGET/FINANCIAL

20. *Budget Amendment Request: Capital Projects, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve a budget amendment* to Capital Projects Fund, New Building, 044-990-5503 for \$10,000,000.00, and to Operating Transfer-In General, 044-4801 for \$10,000,000.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

21. *Budget Amendment Request: Library, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve a budget amendment* to General Fund, Library, Department Furniture & Equipment, 001-690-5199 for \$6,386.00, Library Supplies, 001-690-5185 for \$11,058.00, Office Supplies, 001-690-5171 for \$54.00, New Books, 001-690-5201 for \$4,351.00, Subscriptions, 001-690-5207 for \$396.00 and to Donated Revenues, 001-4171 for \$22,245.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

22. *Budget Amendment Request: Non-Departmental, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve a budget amendment* to General Fund, Non- Departmental, Operating Transfer Out, 001-950-5801 from Unreserved Fund Balance, 001-3310 for \$10,000,000.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

23. *Financial Statements & Reports, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to approve the *Accounts Payable Fund Requirements Report* for June 24th, 2025, and review County financial statements and reports.

EXECUTIVE SESSION

24. *Legal Matters, John Henderson- Commissioners' Court Attorney/Grant Writer:*

To consider, discuss, and take any necessary action regarding *legal matters* pursuant to Title 5, Chapter 551, Section 551.071, Texas Government Code, in relation to directing hired counsel to move forward with *litigation* regarding oil and gas ownership interests in the mineral estate under Ector County-Odessa Schlemeyer Field Airport, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

25. *Personnel Matters, Delia Ortiz- Human Resources Director:*

To consider, discuss, and take any necessary action regarding *personnel matters* pursuant to Title 5, Chapter 551, Section 551.074, Texas Government Code, in relation to *starting pay clarification* for the Project Manager position within the Building Maintenance Department, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

26. *Personnel Matters, Delia Ortiz- Human Resources Director:*

To consider, discuss, and take any necessary action regarding *personnel matters* pursuant to Title 5, Chapter 551, Section 551.074, Texas Government Code, in relation to *cell phone allowance clarification* within the Building Maintenance and Airport Departments, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

27. *Personnel Matters, Delia Ortiz- Human Resources Director:*

To consider, discuss, and take any necessary action regarding *personnel matters* pursuant to Title 5, Chapter 551, Section 551.074, Texas Government Code, in relation to *position reclassification* within the Airport Department, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

28. *Personnel Matters, Delia Ortiz- Human Resources Director:*

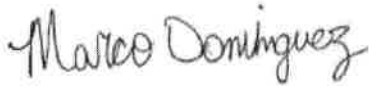
To consider, discuss, and take any necessary action regarding *personnel matters* pursuant to Title 5, Chapter 551, Section 551.074, Texas Government Code, in relation to *salary step clarifications* within the Human Resources Department, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

ADJOURN

If necessary, following any closed or executive meeting, the Commissioners' Court will convene in open session to take any final action, decision, or vote on any matter deliberated in a closed meeting which has properly been noticed in compliance with Chapter 551 Government Code of Texas.

If, during the course of the meeting covered by the notice, the Commissioners' Court needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Government Code of Texas, will be held by the Commissioners' Court on the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the court may conveniently meet in such closed or executive meeting or session convening and concerning any and all subjects and for any and all purposes permitted by Chapter 551 of said Government Code.

Posted on June 20, 2025
At 09:06 AM


A handwritten signature in black ink that reads "Marco Dominguez". The signature is written in a cursive, flowing style.

Deputy Ector County Clerk

The Ector County Commissioners' Court meetings are available to all persons regardless of disability. Individuals with disabilities who require special assistance should contact the Ector County Commissioners' Assistant at (432) 498-4000 or 1070 East 8th Street, Room 7 78, Odessa, Texas 79761 during normal business hours and at least one (1) business day in advance.

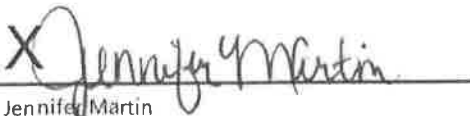
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X 

Dustin Fawcett
Ector County Judge

ATTEST:

X 
Jennifer Martin
County Clerk

The Ector County Commissioners' Court meetings are available to all persons regardless of disability. Individuals with disabilities who require special assistance should contact the Ector County Commissioners' Assistant at (432) 498-4000 or 1010 East 8th Street, Room 118, Odessa

Ector County Health Department
221 N. Texas Ave
Odessa, Texas 79761



Telephone: (432) 498-4141
Fax: (432) 498-4143

Ector County, Texas

APPLICATION FOR MOBILE UNIT PERMIT (County only)

PLEASE CHECK ONE: ☒ Annual Renewal ☐ Application for New Permit

INSTRUCTIONS: Please complete the application below in detail. A permit application must be submitted for each Mobile Unit. Note: A health permit is valid from January 1st to December 31st of every year. Payments made after January 31st of every year (after 1 month of grace period) will be charged a double fee. Refunds of any fees collected will be reviewed by the Director on a case-by-case basis and approved under extenuating circumstances. Print or type the requested information. Submit this application (by mail or in person) with the appropriate fee to 221 N Texas Ave, Odessa, Texas 79761.

Mobile Unit Information

Mobile Unit Name: The Bull 270rd Bus
License Plate Number of unit: 553-491M Business Phone: 432-631-4098
Unit Type: ☐ Pushcart ☒ Trailer ☐ Motorized ☐ Other: Describe _____
Parking Address for Unit (Must include notarized location statement w/application):
1400 Country Club on
City: Midland Texas Zip Code: 79701
Days of operation: _____ Hours of operation: _____
Owner's Name: Betty Quintero Owner's Phone: 631-4098
Owner's Address: 1400 Country Club City: Midland TX Zip Code: 79701
Email (Required): Quintero.betty888@yahoo.com for sending permits & invoices
Menu: Shaved Ice

Manager's Name(Person operating the Mobile unit): Betty Quintero
Food Manager Certificate(CFM)/Food Handler: Must be provided prior to receiving permit.
Freshwater source address: _____
Wastewater (gray water) disposal address: _____

Is there a toilet room present within 150 feet of your parking spot? ☐ Yes ☒ No

IMPORTANT: By filling this application and upon passing inspection, you are permitted to operate only in Ector County outside the City limits of Odessa. If you want to operate within the Odessa City limits, you need to contact the City of Odessa Billing and Collections. Address: 411 W. 8th St. Odessa TX 79761 Phone: (432) 335-3203. The mobile unit needs to be moved at least once a day (every 24 hours) and must not be stationary. The applicant hereby acknowledges an understanding of the provisions of the ordinance relative to the above statement, payment of fees, expiration date of permit, renewal requirements, permit suspension and inspections needed as per change in the menu for which the mobile unit was initially permitted.

Signature of Owner: Betty Quintero Date: 6-4-25

Office use only:

Date: _____ Facility FA #: _____

Reviewed and Approved by: _____

☐ Scanned to Envision Connection

PERMIT FEE CHARGES

☐ Mobile Food Vendor

☒ Snow Cone/Coffee Mobile

Payment Type:

☐ Cash ☐ Credit/Debit ☐ Treasurer

☐ Check Number _____

Ector County is an EEO/AA Employer

www.co.ector.tx.us/tps/cms/countyoffices/Healthdepartment.html

Revised 10/28/2024

		J.C. Roberts Construction	JRC SEPTIC SERVICES
LINE ITEM	TRUCK TYPE	STANDARD HOURLY RATE	STANDARD HOURLY RATE
1	BELLY DUMP TRUCK	\$105.00	\$145.00
2	END DUMP TRUCK-12 YARD	\$80.00	No Bid
3	END DUMP TRUCK-18 YARD	\$95.00	No Bid
4	WATER TRUCK-18 WHEELER (EQUIPPED WITH SPRAY BAR)	\$105.00	\$130.00

MEMORANDUM OF UNDERSTANDING

regarding the

UNITED STATES POSTAL SERVICE DOWNTOWN ODESSA LOCATION

by and between

ECTOR COUNTY

and

UNITED STATES POSTAL SERVICE

DATED: JUNE __, 2025

Parties

This Memorandum of Understanding ("MOU") is by and between the following organizations (each a "Party" and all together "Parties"):

United States Postal Service, a service for the United States Federal Government ("USPS").

Ector County, Texas, a County and political subdivision in the State of Texas, ("County").

Background

Ector County purchased the property located at 200 N. Texas, Odessa, TX 79761 housing the United States Postal Service in downtown Odessa, Texas. The property was purchased with the purpose of building the new Ector County Courthouse at this location and creating a government building that the citizens of Odessa can be proud of. The United States Postal Service currently has a lease for the property, with Robert Maslow as Landlord, dated July 29, 2018 running until 204 (the "Existing Lease"). Both entities need the location to conduct the business of the respective entities.

Objective, Approach, and Timing

The design-build team for the Ector County Courthouse proposed an innovative solution that enhances both entities and allows both the County Courthouse and the USPS office to utilize the location and create the ultimate location for government efficiency.

The Objectives of this MOU are to (1) establish an agreement between the two entities that the United States Postal Service will agree to move its retail, sorting, and post office box space into the first floor of the new parking garage for the Courthouse located on the exact same block as the existing structure with a street address of 315 E. 2nd St., Odessa, TX 79761; (2) establish an agreement that the vehicle maintenance facility (VMF) for USPS will not be moved and that USPS can continue to operate out of its current location until the new location is established; (3) establish an agreement that Ector County will demolish the current building housing the USPS retail, sorting, and post office box space and build a new Courthouse on the remaining land.

During the Term of the MOU, the Parties commit to performing due diligence and to the exclusive negotiation of documents to govern the transaction and property rights and responsibilities going forward (the "Definitive Agreements") that could include agreements of the following types (without limitation):

- A. Lease Agreements or Amendment to Existing Lease between the County and USPS regarding the new USPS location.

Purpose and Nature of this MOU

The Parties enter this MOU to outline the roles and responsibilities of each Party and to enhance their coordination and cooperation to achieve the Objectives. This MOU is intended as an outline only, and it does not summarize or contain all the terms and conditions that will be contained in potential, future Definitive Agreements. This MOU is NOT intended as an enforceable contract between the Parties. Rather, it presents the intention of the Parties to perform due diligence, plan, and engage with third parties as required to negotiate and execute Definitive Agreements in form and substance satisfactory to each Party.

Notwithstanding the foregoing, the provisions contained in the paragraphs titled "Purpose and Nature of this MOU", "Confidentiality and Non-Circumvention", "Exclusivity", and "Miscellaneous Provisions" are intended to be binding upon the Parties, effective and enforceable upon execution of this MOU.

Until the Parties execute the necessary Definitive Agreements, nothing in this MOU should be construed or interpreted as the Parties being partners, establishing a joint venture, or any other arrangement other than independent agents and contractors.

Whether or not Definitive Agreements are consummated, the Postal Service shall have no responsibilities for any costs or expenses relating to matters addressed by this MOU, other than for its furniture, PO Boxes, letter drops and hand tools to outfit the new location. In addition, Lessor agrees to contribute \$50,000.00 to the Postal Service to cover its costs for due diligence matters related to the project.

Proposed Roles of the Parties

The Parties agree to generally coordinate and cooperate through the processes described in this MOU, and to work diligently to complete tasks and develop agreements described herein. During the Term of this MOU the Parties agree to hold coordination calls or meetings at four times per month.

During the Term of this MOU, while Ector County remains responsible for the process of standing up, operating, and marketing the new post office location and Courthouse, USPS agrees to provide support in the following tasks:

- Public Notification of the Move. The Parties will collaborate and coordinate engagement with public to comply with all applicable notice requirements of each organization and current Federal and State Laws to notify the public of the new location for USPS.

- Moving to the new location. The Parties will collaborate and coordinate a plan with appropriate timelines for USPS to move into the new facility.

Roles of Ector County

Ector County will serve as developer and operator of the Project and remain an independent corporation in both governance and equity.

Roles of USPS

USPS will help Ector County with the public notice requirements to move the USPS retail, post office box, and sorting to the new facility and move any necessary items of USPS to the new facility prior to demolition of the current building.

Commercial Considerations

The Parties will work in good faith on the lease of the real property where the post office and parking garage will be located. USPS and the County shall each conduct their respective due diligence of the project and incur their own associated costs and risks.

- i. USPS and Ector County will enter into a new lease or an amendment to the Existing Lease (either/both to be on the Postal Service's standard form), that reflects the new property the post office will be moving to, such new lease or amendment to be on substantially similar terms to the current lease other than to address items including, but not limited to, site/location identification, common area designations and related issues, applicability of the Tax Rider, and any modifications to the Maintenance Rider (USPS Partial) occasioned by the New Location.
- ii. Because the specific commercial terms of this agreement may be revised from time to time, based upon the Parties' diligence, negotiations with third parties, permits, and other considerations, the draft commercial terms of the Project have been provided in Appendix 1 at the end of this document.
- iii. Because the specific design may be revised based upon the Parties' diligence, negotiation with third parties, permits, and other considerations, the preliminary design concept has been provided in Appendix 2 at the end of this document. The intent of the new concept is to represent and maintain the current operational integrity of the current USPS location.

Confidentiality and Non-Circumvention

During the Term of this MOU and for a period of 60 days after any expiration or termination of this MOU, the Parties agree (1) not to circumvent, work around, bypass, obviate, or otherwise exclude each other in accomplishing the Objectives, and (2) use Confidential Information relating to the potential development of the Projects shared by either Party to the detriment of the other Party but only to the extent allowed/not prohibited by the Freedom of Information Act (FOIA), at 5. U.S.C. Sec 552 and 39 CFR Part 265 for USPS, and the Texas Public Information Act (TPIA), Chapter 552 of the Texas Government Code for the County (the TPIA not being applicable to USPS).

Both Parties may disclose confidential information as required by law.

Miscellaneous Provisions

All activities that take place pursuant to this MOU must comply with all applicable state and federal laws in the United States. This MOU shall be governed by federal law.

The provisions of this MOU may not be amended or modified except in writing and duly executed by all the Parties.

This MOU may be terminated by either Party for cause with 60 days written notice. The parties may proceed with negotiations during that 60 day period to prevent the termination.

USPS must notify the County within 72 hours of any change in its status or operations or needs regarding the new location.

This MOU starts on June __, 2025, and unless extended by mutual written consent this MOU terminates as follows:

1. In the event the Parties do not execute Definitive Agreements within 12 months of the date of this MOU, the MOU will expire on June 30, 2026.
2. In the event the Parties do execute the first of the Definitive Agreements for the Project, within 12 months of the date of this MOU, this MOU will expire after execution of the new lease or the amended lease.

Neither party may assign this MOU to any successor, entity, or any controlled subsidiary.

Notices

All notices given to the Parties under this MOU shall be delivered to the persons at the physical addresses below (and as may be designated from time to time by written notice), with the requested courtesy of also providing the recipient a copy by email:

To Ector County: Dustin Fawcett, Ector County Judge, Ector County Courthouse, 300 N. Grant Ave., Rm. 227, Odessa, Texas 79761. Email: dustin.fawcett@ectorcountytexas.gov

To USPS: Don Mackey; Director, Facilities Leasing, United States Postal Service – Facilities, PO Box 27497, Greensboro, NC 27498-1103. Email: don.mackey@usps.gov

In WITNESS WHEREOF, the Parties hereto have agreed to understandings recited in this MOU as evidenced below by the signatures of each Party's duly authorized representative:

United States Postal Service

Witness:

Name

Name

Date

Ector County, Texas

Name

Name

Date

APPENDIX 1: DRAFT COMMERCIAL TERMS

(Subject to Negotiation of the Final Lease)

- i. The current lease for the United States Postal Service at 200 N. Texas Ave., Odessa, TX 79761 will be terminated or amended and if terminated a new lease will be created for the New Location for the land located at 315 E. 2nd St., Odessa, TX 79761 (the "New Location").
- ii. The following other terms will be included in the definitive agreement:
 - a. USPS agrees that it will move out of its current building and into the New Location.
 - b. USPS will not be required to relocate its operations to the New Location (or the Vehicle Maintenance Facility (VMF) alternate location as discussed below) between October 1st and January 15th.
 - c. The New Location will include a fully turnkey facility. USPS will provide furniture, PO Boxes, letter drops and hand tools used by the VMF facility only.
 - d. The Parties will review responsibilities for maintenance items related to common or joint use items in the New Location.
 - e. USPS have the opportunity to review construction documents at 30%, 70% and 100%.
 - f. Design activities will comply with the latest version of the USPS Building Design Standards (AS-503).
 - g. The Vehicle Maintenance Facility will be included in the New Location, or in an alternative location, either to be at County's sole cost and expense.
 - h. Term: The current terms and rates would remain the same as in the existing lease. However, between April 01, 2037 and March 31, 2038 both parties shall conduct an independent appraisal of the new location. USPS will be offered an additional extension from 04/01/2040 – 03/31/2045, at an agreed upon fair market value rate.
 - i. Moving Costs: the County will assist USPS with moving or with moving costs.
 - j. Patron and Employee Parking: the County will provide parking for retail space of the Post Office at the New Location. Additionally, the top of the parking garage will have parking spaces designated for USPS employee parking. Further, the County agrees that an elevator will be included in the parking garage.
- iii. The County and USPS will execute a lease agreement or amendment to the Existing Lease for the new site.

**ECTOR COUNTY COURTHOUSE
300 NORTH GRANT, ROOM 227
ODESSA, TEXAS 79761**



**432-498-4100
dustin.fawcett@ectorcountytexas.gov**

**ECTOR COUNTY, TEXAS
Dustin Fawcett
County Judge**

June 24th, 2025

VIA EMAIL

Mr. Eric Cohen, President
3200 Southwest Freeway, Suite 1575
Houston, TX 77027

**RE: Notice to Proceed
US Postal Service Parking Garage Structure Expansion Design**

Dear Mr. Cohen,

This letter is to serve as your “*Notice to Proceed*” with design services for the US Postal Service design and parking garage structure expansion to house the US Postal Service as of June 24th, 2025, as approved by Ector County Commissioners’ Court.

Please contact this office if you have any questions.

Sincerely,

Honorable Judge Dustin Fawcett
Ector County

**ECTOR COUNTY COURTHOUSE
300 NORTH GRANT, ROOM 227
ODESSA, TEXAS 79761**



**432-498-4100
dustin.fawcett@ectorcountytexas.gov**

ECTOR COUNTY, TEXAS

**Dustin Fawcett
County Judge**

June 24th, 2025

VIA EMAIL

Mr. Eric Cohen, President
3200 Southwest Freeway, Suite 1575
Houston, TX 77027

**RE: Notice to Proceed
Demolition Phase-Ector County Courthouse Project**

Dear Mr. Cohen,

This letter is to serve as your “*Notice to Proceed*” with phased demolition of necessary structures to facilitate the future construction of Courthouse, Parking Garage, and Site structures as defined in the Design Build contract “Ector County Courthouse Project” as of June 24th, 2025, as approved by Ector County Commissioners’ Court.

Please contact this office if you have any questions.

Sincerely,

Honorable Judge Dustin Fawcett
Ector County

Design and Engineering

Description	Total 1
01 Parking Garage	
01 Pre-Design	78,999.00
02 Schematic	61,956.00
03 Design Development	84,916.00
04 Construction Documents	100,266.00
05 Bidding	9,500.00
08 General Conditions	241,710.85
09 Design Contingency	16,781.85
10 Insurance	5,941.30
11 Overhead and Profit	47,530.38
01 - Parking Garage Totals	\$647,601.38
02 Post Office	
02 Schematic	81,125.00
03 Design Development	116,725.00
04 Construction Documents	350,975.00
05 Bidding	14,027.00
09 Design Contingency	28,142.60
10 Insurance	5,909.95
11 Overhead and Profit	47,279.57
02 - Post Office Totals	\$644,184.12
03 Vehicle Maintenance Facility	
02 Schematic	9,075.00
03 Design Development	16,575.00
04 Construction Documents	57,225.00
09 Design Contingency	4,143.75
10 Insurance	870.19
11 Overhead and Profit	6,961.50
03 - Vehicle Maintenance Facility Totals	\$94,850.44
Totals	\$1,386,635.94

ADDITIONAL PRECONSTRUCTION SERVICES FOR THE EXPANSION OF THE PARKING GARAGE AND THE TENANT IMPROVEMENTS FOR THE UNITED STATES POSTAL SERVICE (USPS) OFFICE

QUALIFICATIONS

Considerations

The original parking garage contemplated in the Design-Build Agreement was four floors and its design is included in the original scope of Work. This Change Order covers the additional design and preconstruction cost to add another floor to the parking garage (and other elements further described below) and the relocation of the USPS operations to the first floor of the parking garage as a Tenant Improvement (TI) Space. The USPS Vehicle Maintenance Facility (VMF) is included as optional. The following proposal, based on Medium Standard Design— as defined by USPS Standards—includes:

- Architectural design for the exterior enclosure of the 1st floor tenant improvement
- Architectural and interiors TI
- Associated required civil, structural, mechanical, electrical, plumbing, access control, fire protection and life safety, information technology (low voltage, security, and access controls), and accessibility services.

The architectural scope includes the exterior design of the tenant space, including, but not limited to exterior wall construction, entrances, storefront doors and windows, canopies, etc. and all coordination with tenant finish architect, MEP and structural engineering, civil engineering, life safety, ADA, and low voltage/access control/security consultants.

This Additional Service scope is presented in 2 separate change orders:

- 1) USPS TI
- 2) Expanded Garage Area and Exterior Enclosure

Background

The USPS Tenant Improvement area consists of approximately 35,000 SF departmental usable on the ground level within the proposed 500-space parking garage serving a new civic complex of approximate 227,000 SF.

USPS Tenant Improvements

The scope includes the following work elements:

- A/E services as required to provide a turnkey USPS operations facility to replace the existing (to-be-demolished) USPS operations facility
- Submission of drawings will follow the USPS review and approval process which dictates a 30% Schematic Design including the Facility Planning Concept and Programming, 70% Design Development Phase and 100% Construction Documentation Phase.
- New vehicle maintenance facility (VMF) fees presented separately in case the VMF is not included in the parking garage in compliance with the design guidelines set by USPS. If the option of the VMF is selected, it will follow the same design track for development

and approval as the USPS TI described below and it will be integrated within the footprint of the 1st floor of the Parking Garage.

The following A/E disciplines are associated with the USPS TI:

- Preconstruction Management and Coordination:
 - Coordinate the work of all consultants, USPS representatives, Authority Having Jurisdiction (AHJ) and stakeholders
 - Cost verification throughout the development of the project to ensure that the cost always fits within the approved budget
- Architectural
 - Architectural and Interiors design as required to fit-out the USPS TI in conformance with USPS design criteria
 - Provide USPS graphics and signage design and specifications pertaining to the USPS TI, in conformance with USPS design criteria and code requirements
- Mechanical Engineering
 - Additional mechanical design required for the USPS TI scope including stand-alone HVAC
- Plumbing Engineering
 - Additional plumbing design for the USPS TI scope including new restrooms and other required plumbing
- Electrical Engineering for TI only
 - Additional electrical design stemming from the USPS TI scope including new interior light and power within the tenant space
- Security/Access Control/Low Voltage
 - Additional security/access control/low voltage design requirements to fit-out the USPS TI in conformance with USPS design criteria.
- Bidding/permitting package

Assumptions

- All mechanical systems will be stand-alone for the post office tenant and will require space within the garage for equipment.
- Electrical service for the garage will be sub-metered to accommodate the post office.
- Garage will be fully sprinklered with a fire suppression system extended into the post office lease space and separate fire control room.

Project Definition

- Facility planning Concept and programming requirements for the new space in coordination with the USPS requirements
- Meeting with USPS for review and approval of programming
- Solicit feedback from consultant on USPS TI space allocations and suitability of footprints for each concept exploration.

Schematic Design

Upon Owner and USPS Representative approval of the concept and programming in Project Definition, Schematic Design Phase will start. This phase consists of drawings and other documents illustrating the general scope, scale, and relationship of project components for acceptance by USPS in coordination with the Owner.

Designs will be conceptual in character and based on the approved program requirements.

Schematic Design Deliverables:

- Revit (building information model [BIM]) background for the garage core and shell complying with building envelope energy code applicable to the USPS office occupancy use
- Supplemental Design Narratives
 - o Mechanical Engineering
 - Confirm stand-alone system recommendations & design based on tenant requirements.
 - o Plumbing and Fire Protection
 - Confirm system recommendations & design based on tenant requirements including special plumbing for VMF.
 - o Electrical
 - Provide electrical site utility drawings identifying utility service to the tenant space
 - Preliminary electrical one-line diagram
- 30% Schematic Development Submission to USPS and Owner

Design development

Upon USPS approval and in coordination with the Owner, commentary of the Schematic Design Documents Design Development (DD) Phase starts. DD Documents consisting of drawings and other documents to fix and describe the size and character of the USPS TI Project, coordinating Architectural, Postal Service Design Consultant, Structural, Mechanical, Electrical, Plumbing and Security/Access Control/Low Voltage and other systems, materials and such other elements as may be appropriate into the DD Documents.

- Architectural design & documentation for TI space and coordination with parking garage building envelop design included in parking garage design scope
- Mechanical Engineering
 - o One-line diagram with equipment schedules, equipment selection & diffuser layouts
 - o Provide outline specifications
- Plumbing and Fire Protection
 - o Plumbing piping layout, equipment selection & room layout fixture spec
 - o Riser room layout

- o Coordinate requirements for vehicle maintenance facility including requirements for sand/oil separators, safety eyewash/showers
 - o Site service location and fire entrance
 - o Fire protection performance drawings
 - o Provide outline specifications
- Electrical
 - o Device layout, preliminary circuiting, equipment selection. Power requirements based on tenant requirements
 - o Interior and exterior light fixture selection and layout, specifications based on tenant requirements.
 - o Equipment room layouts
 - o Draft Electrical systems specifications

Design Development Deliverables:

- 70% Design Development Submission to USPS and Owner
- Supplemental Design Narratives as necessary

Construction Documents

Upon USPS approval and in coordination with the Owner of the Design Development Documents, Construction Documents (CDs) Phase starts. CDs consisting of drawings, specifications and other documents setting forth in detail the requirements for construction of the Project.

- Architectural
 - o CDs package for construction and pricing
 - o Preparation of necessary Project documents, with appropriate formatting and registration stamps, for submission to the mandatory authority AHJ over the Project to obtain the building permit.
 - o Apply for and fill out all necessary documentation for a complete "plan check" submission prior to AHJ code review.
 - o Meet with the AHJ to answer Project-related questions and review applicable code compliance.
- Mechanical
 - o Attend user design meetings to review selections and requirements
 - o Full design drawings and specifications
 - o Provide HVAC equipment control diagrams and sequences of operations
- Plumbing and Fire Protection
 - o Full design drawings and specifications including fixture schedules, piping layout, etc.
- Electrical
 - o Final plans including devices, circuiting, and electrical connections.
 - o Final light fixture schedule, lighting plans and lighting controls.
 - o Electrical systems specifications

Construction Document Deliverables:

- 100% Construction Document Submission to USPS and Owner.
- Permit Document Submission

Parking Garage Expansion

The relocation of the USPS to the parking garage requires design changes, including the following:

- An extra level to the garage
- Enclosure of most of the ground floor of the garage for the relocated USPS facility
- A loading dock for joint use by the County Purchasing Department and the Post Office
- Parking and access requirements of USPS staff and official vehicles.
- The new ground level of the parking garage to house the USPS is estimated at 45,000 SF.

The following A/E disciplines are associated with the Parking Garage Expansion:

- Civil Engineering
 - Civil engineering stemming from the parking garage expansion, including additional site utility elements and civil site details brought about by the USPS TI such as flagpole footings and bollards
 - Provide an early site bidding/permitting package to expedite the parking garage expansion
- Architectural design and project management
 - Architectural design required for the parking garage expansion/USPS TI not covered base contract, including design of parking garage ground floor exterior walls and associated openings, canopies and building envelope considerations
 - Coordinate the work of all consultants, USPS representatives, AHJ and stakeholders
- Structural Engineering
 - Oversight of design-assist precast concrete vendor, in-house structural engineers for structural engineering requirements due to the expedited garage expansion, including an early foundations bidding/permitting package.
- Electrical Engineering
 - Coordinate with additional electrical requirements stemming from the garage expansion, including the approximately 10,000 GSF additional ground floor area exclusive of the USPS TI electrical scope
- Fire Suppression & Life Safety
 - FP/LS consultants will provide fire protection and life safety planning and engineering stemming from USPS TI.
- ADA
 - Updates to ADA / accessibility plans and RAS documentation to comply with the USPS TI requirements.

Assumptions

- USPS and garage TI are separate projects for AHJ reviews, re-platting, and bidding.
- The loading dock will be constructed as part of the parking garage to accommodate the Ector County Purchasing Department's needs and will be used by the Post Office as needed

Project Definition

- Provide project management and coordination of consultants for work associated with the first-floor parking garage expansion and exterior enclosure scope
- Coordinate parking garage design consultant with requirements of Owner and USPS with design-assist partner.
- Working with design team to develop up to three (3) concept options for configuring a parking garage that meets the security and separation requirements for the courthouse (Base Contract) that also addresses the ground floor garage expansion (Additional Service)
- Document and incorporate comments for the preferred concept
- Review preferred option against budget

Project Definition Deliverables:

- Preferred concept design option

Schematic Design

Upon Owner approval, we will start the development of the Schematic Design Documents, consisting of drawings and other documents illustrating the general scope, scale, and relationship of USPS TI components.

- Architectural
 - o Coordination of parking garage expansion and USPS TI scopes with the Owner, Design-Builder, USPS, and stakeholders to design and document the enclosure of the ground floor parking garage tenant space.
 - o Coordination, assembly and submission of Schematic Design Documents.
 - o Exterior wall enclosure design coordinating with interior space
 - o Preliminary code review pertaining to TI exterior enclosure
 - o Door and window opening types, size, and placement.
 - o Elevations and wall sections with approximate dimensions: and identification of all proposed finishes for exterior of 1st floor
- Structural
 - o Fast-tracking of garage foundations to expedite post office design and construction
 - o Coordination with civil engineer for site-related requirements
 - o Coordination with post office program requirements that may affect garage structure (slab recesses, load verifications, exterior detailing, loading dock, etc.)
- Electrical
 - o Narrative for electrical systems
 - o Provide electrical site utility drawings identifying Utility service to the tenant space

Schematic Design Deliverables

- 50% Schematic Design Submission to County (drawings and outline specifications)

- 100% Schematic Design Submission to County (drawings and outline specifications)
- Supplemental Design Narratives

Design Development

Upon Owner approval of the Schematic Design, we will proceed to prepare the Design Development Documents.

- Develop drawings and other Documents to fix and describe the size and character of the Parking Garage first floor Exterior Enclosure Project.
- Coordinate architectural with postal service design consultant, design- assist partner, Structural, Mechanical, Electrical, Plumbing and Security/Access Control/Low Voltage and other systems, materials and such other elements as may be appropriate into the Design Development Documents.
- Electrical: Coordinate with civil engineer on power service location, separate meter for TI requirements.
- Plumbing: Coordinate with civil engineer on utility tie-in locations for domestic water, sanitary, stormwater, and fire protection.

Design Development Deliverables:

- 50% Design Development Submission (drawings and specifications)
- 100% Design Development Submission (drawings and specifications)

Construction Documents

Upon Owner approval of the Design Development Documents, we will oversee incorporation of the Owner review comments and preparation of Construction Documents consisting of drawings, specifications and other documents setting forth in detail the requirements for construction of the project, as well as overseeing preparation of the documents pertaining to permitting, bidding, and contracting for construction of the Project.

- Develop drawings, details and specifications to fix and describe the size and character of the Parking Garage first floor exterior enclosure and TI shell
- Coordinate architectural drawings with postal service design consultant, design-assist partner, Structural, Mechanical, Electrical, Plumbing and Security/Access Control/Low Voltage and other systems, materials and such other elements as may be appropriate into the Construction Documents.
- The parking garage has two (2) separate bid packages included:
 - o Foundations and Underground Utilities
 - o Above Ground Construction
- Plan Review Initiation & Coordination

- Preparation of necessary Project documents, with appropriate formatting and registration stamps, for submission to the mandatory authority AHJ over the Project to obtain the building permit.
- Apply for and fill out all necessary documentation for a complete "plan check" submission prior to AHJ code review.
- Meet with the AHJ to answer Project-related questions and review applicable code compliance.

Construction Document Deliverables:

- 50% Construction Document Submission to USPS and Owner.
- 100% Construction Document Submission to USPS and Owner.
- Permit Document Submission

AIA[®] Document G741[™] – 2024

Change Order for a Design-Build Project

PROJECT: <i>(name and address)</i> Ector County Courthouse 200 N. Texas Ave. Odessa, TX 79761	DESIGN-BUILD CONTRACT INFORMATION: Contract For: New Courthouse, Parking Garage and Plaza Date: 06-17-2025	CHANGE ORDER INFORMATION: Change Order Number: 001 Date:
OWNER: <i>(name and address)</i> Ector County, Texas 300 N. Grant Odessa, TX 79761	DESIGN-BUILDER: <i>(name and address)</i> Butler-Cohen LLC 3200 Southwest Freeway, Suite 1575 Houston, TX 77027	

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Change Directives.)

Additional design and preconstruction fees to increase the size of the parking garage and add all of the tenant improvements for the United States Postal Service to utilize the first floor of the parking garage for its Odessa operations. See attached description and pricing information.

The original Contract Sum was	\$ 19,158,496.53
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 19,158,496.53
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,386,635.94
The new Contract Sum including this Change Order will be	\$ 20,545,132.47

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

DESIGN-BUILDER *(Signature)*

BY: Eric M. Cohen, President

(Printed name and title)

Date

OWNER *(Signature)*

BY: Dustin Fawcett, Ector County Judge

(Printed name and title)

Date

**DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001311600001
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** and **ECTOR COUNTY HEALTH DEPARTMENT**, who are collectively referred to as the "Parties," to that certain Center for Health emergency Preparedness and Response Grant Agreement effective May 31, 2023 and denominated DSHS Contract No. HHS001311600001 "Contract", as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to revise the Budget.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **ATTACHMENT B** of the Contract, **BUDGET** is hereby deleted in its entirety and replaced with **ATTACHMENT B-1 , REVISED BUDGET** which is attached to this Amendment No. 2 and incorporated and made part of the Contract for all purposes.
2. This Amendment No. 2 shall be effective as of the date last signed below.
3. Except as amended and modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
4. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 2
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001311600001

DEPARTMENT OF STATE HEALTH SERVICES ECTOR COUNTY HEALTH DEPARTMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Execution: _____

Date of Signature: _____

**THE FOLLOWING ATTACHMENT IS ATTACHED TO THIS AMENDMENT NO. 2 AND
INCORPORATED AS PART OF THE CONTRACT:**

ATTACHMENT B-1 REVISED BUDGET

**ATTACHMENT B-1
REVISED BUDGET**

Budget Categories	Funding Year 1 (12/1/2022 – 11/30/2023)	Funding Year 2 (12/1/2023 – 11/30/2024)	Funding Year 3 (12/1/2024 – 11/30/2025)	Funding Year 4 (12/1/2025 – 11/30/2026)	Funding Year 5 (12/1/2026 – 11/30/2027)	Summary
Personnel	\$0.00	\$15,366.00	\$42,000.00	\$42,000.00	\$42,000.00	\$141,366.00
Fringe Benefits	\$0.00	\$5,795.00	\$14,822.00	\$14,822.00	\$14,822.00	\$50,261.00
Travel	\$0.00	\$501.00	\$2,000.00	\$2,000.00	\$2,000.00	\$6,501.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$1,420.00	\$1,420.00	\$1,425.00	\$4,265.00
Contractual	\$0.00	\$0.00	\$27,600.00	\$27,600.00	\$27,600.00	\$82,800.00
Other	\$0.00	\$0.00	\$2,480.00	\$2,480.00	\$2,480.00	\$7,440.00
Total Direct Costs	\$0.00	\$21,662.00	\$90,322.00	\$90,322.00	\$90,327.00	\$292,633.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Sum of Direct and Indirect Costs	\$0.00	\$21,662.00	\$90,322.00	\$90,322.00	\$90,327.00	\$292,633.00



Quote

Page 1

Centerline Supply, Inc.
530 Jesse Street
Grand Prairie, TX 75051
United States
P: (800) 321-1751

Quote Number: QTE0045852

Quote Date: 06/03/25

Prepared By: inelson
Sales Rep: INELSON

BILL TO:

ECTOR, COUNTY OF
ATTN: AUDITOR OFFICE
1010 E 8TH ST RM#520
ODESSA TX 79761

SHIP TO:

JEFFERY AVERY
ECTOR, COUNTY OF
7613 W DUNN ST
ODESSA TX 79763

Notes: BUYBOARD CONTRACT #703-23

JEFFERY AVERY
(432) 631-1230

Customer P.O.	Ship VIA	Terms	Shipping Terms		
AMBER	CLSDelivery	NET30	Freight Destination		
Item Number	Ordered	Unit	Price	Extended Price	
90900-QUOTE	10	EA	\$92.38	\$923.80	
60X36 SIGN BLANK .080 / 4 HOLE PATTERN					
A24X09-EXT	300	EA	\$18.85	\$5,655.00	
84E 24X09 EXTRUDED SIGN BLANK / MOUNTING HOLES FOR 12" BRKTS ON 6" CTR					
A30X09-EXT	300	EA	\$19.10	\$5,730.00	
84E 30X09 EXTRUDED SIGN BLANK / MOUNTING HOLES FOR 12" BRKTS ON 6" CTR					
A36X09-EXT	300	EA	\$26.85	\$8,055.00	
84E 36X09 EXTRUDED SIGN BLANK / MOUNTING HOLES FOR 12" BRKTS ON 6" CTR					
A42X09-EXT	300	EA	\$31.46	\$9,438.00	
84E 42X09 EXTRUDED SIGN BLANK / MOUNTING HOLES FOR 12" BRKTS ON 6" CTR					
A48X09-EXT	300	EA	\$34.92	\$10,476.00	
84E 48X09 EXTRUDED SIGN BLANK / MOUNTING HOLES FOR 12" BRKTS ON 6" CTR					
A54X09-EXT	200	EA	\$40.00	\$8,000.00	
84E 54X09 EXTRUDED SIGN BLANK / MOUNTING HOLES FOR 12" BRKTS ON 6" CTR					
A60X09-EXT	100	EA	\$43.69	\$4,369.00	
60x09 EXTRUDED SIGN BLANK / MOUNTING HOLES FOR 12" BRKTS ON 6" CTR					
90900-QUOTE	100	EA	\$46.76	\$4,676.00	
66X09 EXTRUDED SIGN BLANK / MOUNTING HOLES FOR 12" BRKTS ON 6" CTR					



Quote

Page 2

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7613 W DUNN ST
ODESSA TX 79763

Notes: BUYBOARD CONTRACT #703-23

JEFFERY AVERY
(432) 631-1230

Customer P.O.	Ship VIA	Terms	Shipping Terms		
AMBER	CLSDELIVERY	NET30	Freight Destination		
Item Number	Ordered	Unit	Price	Extended Price	
90900-QUOTE	50	EA	\$49.23	\$2,461.50	
70X09 EXTRUDED SIGN BLANK / MOUNTING HOLES FOR 12" BRKTS ON 6" CTR					

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$59,784.30
Discount %	10%
Less Discount:	\$5,978.43
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$53,805.87

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1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply.
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Quote

Page 1

Centerline Supply, Inc.
530 Jesse Street
Grand Prairie, TX 75051
United States
P: (800) 321-1751

Quote Number: ORD0141085
Quote Date: 04/24/25

Prepared By: inelson
Sales Rep: INELSON

BILL TO:

ECTOR, COUNTY OF
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1010 E 8TH ST RM#520
ODESSA TX 79761

SHIP TO:

JEFFERY AVERY
ECTOR, COUNTY OF
7613 W DUNN ST
ODESSA TX 79763

Notes: BUYBOARD CONTRACT #703-23

JEFFERY AVERY
(432) 631-1230

Customer P.O.	Ship VIA	Terms	Shipping Terms		
AMBER	BESTWAY	NET30	Prepaid & Add		
Item Number	Ordered	Unit	Price	Extended Price	
30202-000	5	EA	\$130.00	\$650.00	
30E [S] BARRICADE LIGHT-SOLAR -TYPE B- FLASHING (RED LENS)					
BACKORDERED UNTIL MIDDLE TO END OF MAY					
30202-001	5	EA	\$130.00	\$650.00	
30E [S] BARRICADE LIGHT-SOLAR -TYPE B- FLASHING (YELLOW LENS)					
BACKORDERED UNTIL MIDDLE TO END OF MAY					
90900-QUOTE	1540	EA	\$17.94	\$27,627.60	
TRAF PAINT ACRYSET WHITE (55 GAL DRUM) - (PRICE PER GALLON)					
90900-QUOTE	3520	EA	\$17.94	\$63,148.80	
TRAF PAINT ACRYSET YELLOW (55 GAL DRUM) - (PRICE PER GALLON)					

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$92,076.40
Discount %	10%
Less Discount:	\$9,207.64
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$82,868.76

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Prepared By: inelson
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A60X09-EXT	100	EA	\$43.69	\$4,369.00	
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Quote Date: 06/03/25

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ODESSA TX 79763

Notes: BUYBOARD CONTRACT #703-23

JEFFERY AVERY
(432) 631-1230

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70X09 EXTRUDED SIGN BLANK / MOUNTING HOLES FOR 12" BRKTS ON 6" CTR					

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$59,784.30
Discount %	10%
Less Discount:	\$5,978.43
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$53,805.87

WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE!
1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply.
CENTERLINE SUPPLY, INC. - TOLL FREE (800) 321-1751 - SALES@CLSUSA.COM



Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and **TX Ector County** (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

- A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
- B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	FIXED AMOUNT
SaaS - Set up file share, monitoring, deploy and publish Texas OCA Court Reminder ECR report	\$1,500.00
	Total Contract Amount \$1,500.00

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Billing
Address: _____

Date: _____

Professional Services Agreement Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder for the fixed fee specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

Beneficiary: Tyler Technologies Inc.— Operating

3. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue until terminated or all work is complete (the "Term"). The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.



STATE OF TEXAS

COUNTY OF ECTOR

Resolution

BE IT REMEMBERED, that on the 24th day of June, 2025, the following Resolution of the Ector County Commissioners' Court was OFFERED and ADOPTED, to wit:

WHEREAS, Ector County Commissioners' Court wishes Ector County to continue to be eligible to participate in the tax abatement program; and

WHEREAS, the proposed guidelines and criteria comply with Chapter 312, Texas Tax Code; and

WHEREAS, the proposed guidelines and criteria have been recommended by the Enterprise Zone Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE ECTOR COUNTY COMMISSIONERS' COURT:

Section 1: That the facts stated in the preamble are found to be true and correct and are incorporated herein by reference.

Section 2: That the guidelines and criteria governing tax abatement and business incentives in the Reinvestment Zones and Enterprise Zones, attached hereto as Exhibit A, are approved and adopted.

Section 3: That this Resolution and the guidelines and criteria shall be effective June 24th, 2025.

Dustin Fawcett, Ector County Judge

Mike Gardner, Commissioner, Pct. #1

Greg Simmons, Commissioner, Pct. #2

Samantha Russell, Commissioner, Pct. #3

Billy Hall, Commissioner, Pct. #4

Attest:

Jennifer Martin, Ector County Clerk

**ADOPTED ECTOR COUNTY
GUIDELINES AND CRITERIA FOR TAX ABATEMENT**
(Exhibit A)

I. PURPOSE

Ector County, herein referred to as "the County," is committed to the promotion of quality development in all parts of the County and to improving the quality of life for its citizens. In order to help meet these goals, the County will consider recommending tax abatement to stimulate growth and development. Any such incentive shall be provided in accordance with the procedures and criteria outlined in this document. However, nothing in these guidelines shall imply or suggest, or be construed to imply or suggest, that the County is under any obligation to provide any incentive to any applicant. All such applications for tax abatement shall be considered on an individual basis with regard to both the qualification for abatement and the amount of any abatement.

II. DEFINITIONS

As used within these guidelines and criteria, the following words or phrases shall have the following meaning:

1. **Abatement of Taxes:** To exempt from ad valorem taxation all or part of the value of certain Improvements placed on land located in the Zone for commercial/industrial development purposes for a period of time not to exceed ten (10) years.
2. **Affected Jurisdictions:** The City of Odessa, the County of Ector, the Ector County Independents School District, the Ector County Hospital District, Odessa Junior College.
3. **Abatement Agreement:** A contract between a property owner and the Affected Jurisdictions for the abatement of taxes on property located within the Zone as authorized V.T.C.A., Tax Code, Section 312.204(a).
4. **Base Year Value:** The assessed value of the property eligible for tax abatement as of January 1 preceding the execution of an Abatement Agreement as herein defined.
5. **Commercial Facilities:** Facilities classified as commercial include office, service, or retail.
6. **Distribution Facility:** A building or structure including Tangible Personal Property used or to be used primarily to receive, store, service or distribute goods or materials.

7. **Existing Facility or Structure:** A Facility as of the date of execution of the Tax Abatement Agreement, located in or on Real Property eligible for tax abatement.
8. **Facility:** The commercial or industrial improvements made to Real Property eligible for tax abatement and including the building or structure erected on such Real Property and/or any Tangible Personal Property to be located in or on such property.
9. **Improvements to Real Property:** Shall mean the construction, addition to, structural upgrading of, replacement of, or completion of any Facility to be located upon Real Property, as herein defined or any Tangible Personal Property to be placed in or on said Real Property.
10. **Job:** Means a new permanent job that has provided at least 1820 hours of employment a year to an employee and is intended to exist during the period of a contract. Except for tax abatement purposes, it must be for a qualified employee provided for a qualified business.
11. **Manufacturing Facility:** A facility which is or will be used for the primary purpose of the production of goods or materials or the processing or change of goods or materials to a finished product.
12. **New Facility:** The construction of a new facility on previously undeveloped Real Property eligible for tax abatement in the Reinvestment Zone.
13. **Other Basic Industry:** A facility other than a distribution center facility, a research facility, a regional service facility, or a manufacturing facility which produces goods or services or which creates new or expanded job opportunities and services a market either within or outside of Ector County, Texas.
14. **Owner:** The record title owner of Real Property or the legal owner of Tangible Personal Property. In the case of land leased from an Affected Jurisdiction, the lessee shall be deemed the owner of such leased property together with all improvements and Tangible Personal Property located thereon. In the case of land leased from private property owner, both the owner and lessee shall be deemed subject to execution of the Tax Abatement Agreement.
15. **Productive Life:** The number of years a commercial or industrial facility is expected to be in service.
16. **Qualified Business:** A business that is located in or committed to location in the Zone. The business must retain this qualified status throughout the specified period.

17. **Real Property:** Land on which improvements are to be made or fixtures placed.
18. **Regional Services Facility:** A facility, the primary purpose of which is to service or repair goods or materials and which creates job opportunities within the Affected Jurisdictions.
19. **Reinvestment Zone:** Real property designated as a Reinvestment Zone under the provisions of V.T.C.A. Tax Code, Section 312.202.
20. **Renovation of Existing Facilities or Structures:** The addition of buildings, structure, machinery or equipment to a facility after the date of execution of an Abatement Agreement.
21. **Tangible Personal Property:** Any Personal Property, not otherwise defined herein, and which is necessary for the property operation of any type of commercial or industrial facility.

III. GUIDELINES AND CRITERIA

Improvements eligible for abatement include the following:

Aquaculture/agriculture facility,
Distribution center facility,
Manufacturing facility,
Office building,
Regional entertainment/ tourism facility,
Renewable power facility and fixtures,
Research facility,
Historic building in a designated area, or Other
basic industry.

Requests for abatement will be evaluated according to factors including, but not limited to, the following:

- (1) **Jobs.** Projected new jobs created, including the number and type of new jobs, the number and type of jobs retained, the average payroll, and the number of local persons hired.
- (2) **Fiscal Impact.** The amount of real and personal property value that will be added to the tax roll for both eligible and ineligible property, any County financed infrastructure improvements that will be required by the facility, any infrastructure improvements proposed to be made by the facility, and

the compatibility of the project with the County's master plan for development.

- (3) Community Impact. The pollution, if any, as well as other potential negative environmental impact on the health and safety of the community resulting from the proposed project; whether the project will revitalize a depressed area; potential business opportunities for local vendors; alternative development possibilities for the proposed site; the impact on other taxing entities; and/or whether the improvement is expected to solely or primarily have the effect of transferring employment from one part of Ector County to another.

IV. ABATEMENT AUTHORIZED

- (a) Authorized Date. A facility shall be eligible for tax abatement if it has applied for such abatement prior to the commencement of construction: provided, that such facility meets the criteria for granting tax abatement in reinvestment zones created by Ector County pursuant to these Guidelines and Criteria. Property may be exempted from taxation under these guidelines for a period not to exceed the statutory limitations.
- (b) Creation of New Value. Abatement may only be granted for the additional value of or increase in value to eligible improvements made subsequent to the filing of an application for tax abatement and specified in the abatement agreement between the County and the property owner or lessee and lessor, subject to such limitations as the Tax Abatement Statute and these Guidelines and Criteria may require.
- (c) New and Existing Facilities. Abatement may be granted for new facilities and improvements to existing facilities for purposes that leads to additional job creation expansion that leads to additional job creation. If the modernization project includes replacement of a facility existing at the time of application, the abated value shall be the value of the new unit(s) less the value of the old unit(s).
- (d) Eligible Property. Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements, and office space and related fixed improvements necessary to the operation and administration of the facility.
- (e) Ineligible Property. The following types of property shall be fully taxable and ineligible for abatement:
 - (1) land,

- (2) animals,
- (3) inventories,
- (4) supplies,
- (5) tools,
- (6) furnishings, and other forms of movable personal property (except as provided below),
- (7) vehicles,
- (8) vessels,
- (9) aircraft,
- (10) housing or residential property,
- (11) hotels/motels, restaurants
- (12) fauna,
- (13) flora,
- (14) retail facilities,
- (15) any improvements including those involved in the production, storage or distribution of natural gas or fluids that are not integral to the operation of the facility, and
- (16) property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

This provision shall not be interpreted to disallow abatement for property located in the Odessa Industrial Park. Nor shall this provision be interpreted to disallow abatement where the eligible property to be abated may be located on or affixed to land owned by the State or a subdivision of the State, but is wholly owned by the party seeking the abatement.

Equipment constituting personal property located in the reinvestment zone shall remain eligible for abatement provided the equipment is awaiting installation to become a permanent part of a fixture located or to be constructed in the reinvestment zone that is or will be eligible for property tax abatement, including any replacement parts.

- (f) **Owned/Leased Facilities.** If leased property is granted abatement, the agreement shall be executed with the lessor and lessee. If the eligible property to be abated is located on or affixed to leased land, but is wholly owned by the party seeking the abatement, the agreement shall be executed only with the owner of the property to be abated.
- (g) **Value and Term of Abatement.** Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the agreement. The value of new eligible properties shall be abated according to the approved agreement between the applicant and the

governing body. The governing body, in its sole discretion, shall determine the amount of any abatement.

The abatement may be extended from the date of the initial agreement by modification provided the statutory requirements for modification are met.

- (h) Construction in Progress. If a qualifying facility has not been placed in service as of January 1 following execution of the abatement agreement, the taxpayer may apply for a one-year extension of the term of abatement. Said extension must be applied for prior to the end of the calendar year in which the abatement agreement is executed.
- (i) Taxability. From the execution of the abatement contract to the end of the agreement period, taxes shall be payable as follows:
 - (1) The value of ineligible property as provided in Part IV(e) shall be fully taxable.
 - (2) The base year value of existing eligible property, meaning the value of the property for the year in which the abatement agreement is executed, shall be fully taxable.
 - (3) The additional value of eligible property shall be taxable as provided for by the applicable abatement agreement between the owner and the County.

V. APPLICATION FOR TAX ABATEMENT

- (a) Any present or potential owner of taxable property in Ector County may request the creation of a reinvestment zone and tax abatement by filing a written request with the County.
- (b) The application shall consist of a completed application form accompanied by:
 - (1) a general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;
 - (2) a descriptive list of the improvements that will be a part of the facility;
 - (3) a map and property description or a site plan;

- (4) a time schedule for undertaking and completing the planned improvements;
 - (5) for modernized facilities, a statement of the assessed value of the facility, separately stated for real and personal property, for the tax year immediately preceding the application; and,
 - (6) Financial and other information as deemed appropriate for evaluating the financial capacity and other factors of the applicant.
- (c) Upon receipt of a completed application, the County receiving such application shall notify in writing the presiding officer of the legislative body of each affected jurisdiction. Before acting upon the application, the County shall through public hearings as described below afford the applicant and the designated representative of any affected jurisdiction and any member of the public the opportunity to show cause why the abatement should or should not be granted. Notice of the public hearing shall be clearly identified on an agenda of the legislative body of the County to be posted at least twenty (20) days prior to the hearing.
- (d) The County shall approve or deny the application for tax abatement within sixty (60) days after receipt of the application. The presiding officer of the County shall notify the applicant of the approval or disapproval promptly thereafter.
- (e) Statutory Requirements: Not later than the seventh (7th) day before the date of the hearing, notice of the hearing must be: (1) delivered in writing to the presiding officer of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone, and (2) published in a newspaper of general circulation in the County. At the hearing, the Commissioners Court evaluates the application against the criteria described in these guidelines and decides by majority vote whether to designate the property for which the abatement is sought as a reinvestment zone. If the reinvestment zone is designated, the Commissioners Court shall pass an order to that effect. An order designating an area as a reinvestment zone is valid for five years from the date of designation. Once the area is designated as a reinvestment zone, the Commissioners Court may then arrange to consider for approval of the tax abatement agreement between the applicant and the county, which it may do at any regularly scheduled meeting, provided notice requirements are met. At least seven days prior to entering into a tax abatement agreement, the County must give written notice of its intent to do so to the presiding officer of each taxing unit that includes in its boundaries real property that

is to be included in the proposed reinvestment zone, along with a copy of the proposed tax abatement agreement. At the regularly scheduled meeting, the Commissioners Court may finally vote by simple majority to enter into the tax abatement agreement, or to decline.

- (f) Expedited consideration of application. If the County determines that the application should receive expedited consideration, the Commissioners Court may combine the steps described in the preceding paragraph into a single, regularly scheduled meeting of the Commissioners Court, provided the County meets the procedural prerequisites for each step.
- (g) A request for a reinvestment zone for the purpose of abatement shall not be granted if the County finds that the request for the abatement was filed after commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion, or new facility.
- (h) Variance. Requests for variance from the provisions of Subsections (a) through (c) of Part IV may be made in written form to the County Commissioners Court. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of the request for variance requires a three-fourths (3/4) vote of the Ector County Commissioners Court.

VI. PUBLIC HEARING

- (a) If, after a public hearing, the County Commissioners Court weighs the relevant factors listed in these guidelines and determines that granting the abatement is not in the best interests of the County, the Court shall deny the abatement.
- (b) Neither a reinvestment zone nor an abatement agreement shall be authorized if it is determined that:
 - (1) There would be a substantial and unreasonable adverse affect on the provision of government services or the overall tax base of the County.
 - (2) The applicant has insufficient financial capacity.
 - (3) Planned or potential use of the property would constitute a hazard to public safety, health, or morals.
 - (4) Planned or potential use of the property violates any other governmental codes or any applicable law.

VII. AGREEMENT

- (a) After approval of the tax abatement application, the County shall formally pass a resolution and execute an agreement with the owner of the facility and the lessee involved, if any, which shall include:
 - (1) Estimated value to be abated and the base year value.
 - (2) Percent of value to be abated each year.
 - (3) The commencement date and the termination date of abatement.
 - (4) The proposed use of the facility, nature of construction, time schedule for undertaking and completing the planned improvements, map, property description, and improvements list.
 - (5) Contractual obligations in the event of default, including a provision for cancellation and recapture of delinquent taxes, provisions for administration and assignment as provided herein, and any other provision that may be required for uniformity or by state law.
 - (6) Performance criteria for continuation of the abatement.
 - (7) Amount of investment and average number of jobs involved for the period of abatement.
 - (8) A provision that the contract shall meet all of the requirements of Texas Tax Code Sec. 312, et. seq.
- (b) Such agreement shall be executed within sixty (60) days after approval of the agreement.
- (c) The County shall make its own determination of abatement which shall not bind any other affected taxing entity.

VIII. RECAPTURE

- (a) In the event that the facility is completed and begins producing product or service, but subsequently discontinues production of product or service for any reason other than fire, explosion, or other casualty or accident or natural disaster for a period of more than one (1) year during the abatement period, then the agreement shall terminate and so shall the abatement of taxes for the calendar year during which the agreement is terminated. The taxes

otherwise abated for that calendar year shall be paid to the County within sixty (60) days from the date of termination.

- (b) Should the County determine that the owner is in default of the agreement, the County shall notify the owner of the defect in writing at the address stated in the agreement, and if such defect is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement shall be terminated. Where cure of the proposed defect requires action undertaken over a period of time, the contract will not be considered to be in default if the performing party has undertaken efforts to cure the defect and is diligently pursuing those efforts.
- (c) In the event that the company or individual:
 - (1) allows its ad valorem taxes owed the County to become delinquent, and to remain delinquent for a period of thirty (30) days following notice of the delinquency without instituting proper legal procedures for their protest and/or contest; or
 - (2) violates in a way any of the terms and conditions of the abatement agreement and fails to cure same during the Cure Period;

the agreement shall be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination. A failure to abide by estimated timelines for construction will not be considered to be a material breach of this agreement, provided the owner makes a reasonable effort to meet the estimated timeline.

IX. ADMINISTRATION

- (a) The Chief Appraiser of the Ector County Appraisal District shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year the company or individual receiving the abatement shall furnish the designee of the County with such information as may be necessary to determine continued eligibility for abatement. Once the value has been established, the Chief Appraiser shall notify the County of the amount of assessment. Additionally, the County designee shall notify the County of the number of new or retained employees associated with the facility or generated by the abatement agreement. Once value has been established, the Chief Appraiser shall notify the affected taxing jurisdictions of the amount of the assessment.

- (b) The agreement shall stipulate that employees and/or designated representatives of the County will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to prevent unreasonable interference with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the owner in accordance with its safety standards.
- (c) Upon completion of construction the County shall annually evaluate each facility and report possible violations of the contract and/or agreement to the County.
- (d) All proprietary information acquired by the County for purposes of monitoring compliance with the terms and conditions of an abatement agreement shall be considered confidential.

X. ASSIGNMENT

- (a) Abatement may not be transferred or assigned by the owner to a new owner of the same property.

XI. SUNSET PROVISION

- (a) These guidelines are effective upon the date of their adoption and will remain in force for two (2) years, at which time all reinvestment zones and tax abatement contracts created pursuant to its agreements will be reviewed by the County to determine whether the goals of these guidelines and the Tax Abatement Statute have been achieved. Based on that review, these guidelines may be modified, renewed or eliminated. Such actions shall not affect existing contracts.
- (b) Prior to the date for review, as defined above, these Guidelines may be modified by a two-thirds (2/3) vote of the Ector County Commissioners Court, as provided for by the laws of the State of Texas.

XII. SEVERABILITY AND LIMITATIONS

- (a) In the event that any section, clause, sentence, paragraph, or any part of these guidelines is, for any reason, adjudged by any court of competent

jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of the guidelines.

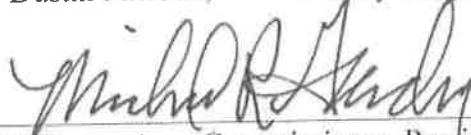
- (b) Property that is in a reinvestment zone and that is owned or leased by a member of the Ector County Commissioners Court is excluded from property tax abatement.
- (c) If this Guideline Statement has omitted any mandatory requirement of the applicable tax abatement laws of the State of Texas, then such requirement is hereby incorporated as a part of these guidelines.

XIII. RESERVATION OF RIGHTS

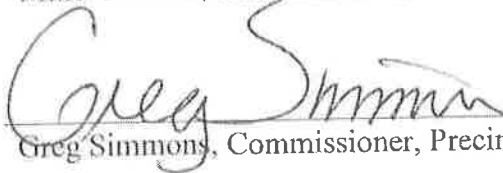
These Guidelines and Criteria do not affect the County's right to enter into abatement agreements for property located within the City of Odessa pursuant to the existing agreement between the County and the City, regardless of whether such abatement agreements meet the criteria announced by these Guidelines.



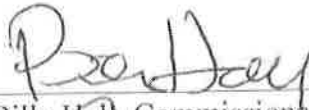
Dustin Fawcett, Ector County Judge



Mike Gardner, Commissioner, Precinct 1



Greg Simmons, Commissioner, Precinct 2

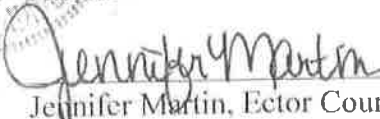


Billy Hall, Commissioner, Precinct 4



DON SPRADLER P.C.T. #3

Attest:



Jennifer Martin, Ector County Clerk



Resolution

BE IT REMEMBERED, that on the 11th day of July, 2023, the following Resolution of the Ector County Commissioners' Court was OFFERED and ADOPTED, to wit:

WHEREAS, Ector County Commissioners' Court wishes Ector County to continue to be eligible to participate in the tax abatement program; and

WHEREAS, the proposed guidelines and criteria comply with Chapter 312, Texas Tax Code; and

WHEREAS, the proposed guidelines and criteria have been recommended by the Enterprise Zone Committee; and

NOW, THEREFORE, BE IT RESOLVED BY THE ECTOR COUNTY COMMISSIONERS' COURT:

Section 1: That the facts states in the preamble are found to be true and correct and are incorporated herein by reference.

Section 2: That the guidelines and criteria governing tax abatement and business incentives in the Reinvestment Zones and Enterprise Zones, attached hereto as Exhibit A, are approved and adopted.

Section 3: That this resolution and the guidelines and criteria shall be effective July 11th, 2023.

A handwritten signature in black ink, appearing to read "Dustin Fawcett", written over a horizontal line.

Dustin Fawcett, Ector County Judge

A handwritten signature in black ink, appearing to read "Mike Gardner", written over a horizontal line.

Mike Gardner, Commissioner, Precinct #1

A handwritten signature in black ink, appearing to read "Greg Simmons", written over a horizontal line.

Greg Simmons, Commissioner, Precinct #2

A handwritten signature in black ink, appearing to read "Don Stringer", written over a horizontal line.

Don Stringer, Commissioner, Precinct #3

A handwritten signature in black ink, appearing to read "Billy Hall", written over a horizontal line.

Billy Hall, Commissioner, Precinct #4



Attest:

A handwritten signature in black ink, appearing to read "Jennifer Martin", written over a horizontal line.

Jennifer Martin, Ector County Clerk



ECTOR COUNTY

PROCUREMENT POLICIES AND PROCEDURES

Adopted by Ector County Commissioners' Court - April 26, 2010
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I. INTRODUCTION

This policy manual is based on state law as found in the Texas Local Government Code and Federal Procurement standards in 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal Funds. Any changes in state law and federal law will automatically supersede County Purchasing Policy. Copies of the Texas Local Government Code can be found on the web at <http://www.capitol.state.tx.us>, and 2 C.F.R. 200 Guidelines are located at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

Procurement is defined as purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction; including all functions that pertain to the acquisition, description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. Procurement is the combined functions of purchasing, inventory control, receiving and inspection, storekeeping, salvage and disposal operations. These policies and procedures are approved and authorized by the Ector County Commissioners' Court, and changes in the contents of this manual shall be made only by the approval of the Ector County Commissioners' Court.

The Ector County Commissioners' Court has adopted a centralized procurement function that provides many benefits:

- It allows for the consolidation of several smaller procurements by individual departments into larger procurements for the entire County, resulting in lower unit prices and savings.
- Vendors and the business community have a single, central link to the County procurement process to facilitate consistent communication and understanding.
- Purchasing personnel accumulate a solid foundation of procurement knowledge and experience about purchasing, marketing trends, pricing, contractual arrangements and vendors. This expertise assists users to define their needs better to save the County money and promotes a more efficient procurement process.
- Centralized expertise puts the procurement processes on a professional footing and inspires public confidence in the actions of the County.

The centralized procurement concept provides the County with an orderly and business-like procedure for procuring goods and/or services for the various departments of the County. Bear in mind that not only is it necessary to procure the proper goods and/or services required by the various activities of the County; review fund accounts; oversee that the goods and/or services are delivered in an orderly, acceptable and timely manner at the awarded prices; but also that the vendor will be promptly paid upon completion of their order or contract.

County procurement procedures are governed by Texas statutes. These statutes, including interpretations of them made by Texas courts, are the ultimate authority on the validity of procurement procedures. ***This manual cannot address every situation;*** and when an unusual situation occurs or a difficult legal or factual problem arises, the exact statutory language must be reviewed and analyzed. In every situation, the final authority for County procurement procedures is the law itself.

This manual is intended for the use of Ector County officials and employees and is designed to assist them in complying with the laws governing county procurement policies and procedures. **This manual does not create any rights of individuals or entities enforceable against Ector County.**

The goal of this written procurement policy is to promote the County's best interest through intelligent action and fair dealings, which will result in obtaining the maximum value for each dollar expended and at the same time conform to the laws of the State of Texas under which the County government must operate.

Lucy Soto, CPPO, CPPB
Purchasing Agent

II. PROCUREMENT POLICY

A. AUTHORITY:

1. The Ector County Commissioners' Court ("Commissioner's Court") and the Ector County Purchasing Agent ("Purchasing Agent") shall have the authority, responsibilities, and duties as provided in Chapter 262, Local Government Code, with respect to procurement and purchasing by Ector County.
2. The Commissioners Court and Purchasing Agent have the procurement and purchasing authority for Ector County, and are responsible for assuring that procurement and purchasing by Ector County is made and performed in accordance with the provision of Chapter 262, Local Government Code.

B. PURCHASING ETHICS:

1. It is the policy of Ector County to promote and balance the objective of protecting government integrity and public trust. Such policy is implemented by prescribing essential standards of ethical conduct.
2. Ector County employees must discharge their duties impartially so as to assure fair and competitive access to governmental procurement by responsible contractors. County employees will avoid the appearance of unethical or compromising practices in relationships, actions, and communications.
3. It is the intent of the Purchasing Department to promote the County's reputation for courtesy, fairness, impartiality and transparency. The responsibility for achieving this goal rests with each individual who participates in the procurement process. This includes the requesting departments and agencies, the vendors, as well as the purchasing personnel. The Purchasing Department shall act in accordance with ethics and standards as set forth under Texas Law and in NIGP, The Institute for Public Procurement.

4. General Ethical Standards:

- a. It shall be a breach of ethics to attempt to realize personal gain through public employment with Ector County by any conduct inconsistent with the proper discharge of the employee's duties.
- b. It shall be a breach of ethics to attempt to influence any public employee of Ector County to breach the standards of ethical conduct set forth in this code.
- c. It shall be a breach of ethics for any employee of Ector County to participate directly or indirectly in a procurement when the employee knows that:
 - 1.) The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
 - 2.) A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
 - 3.) Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
 - 4.) If such conflicts of interest exist, the employee shall notify the Purchasing Agent in writing and remove him/herself from the County procurement process.
- d. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of Ector County, or for any employee or former employee of Ector County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content or any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any

- program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this governmental body.
- e. It shall be a breach for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Ector County, or any person associated therewith, as an inducement for the award of a subcontract to order.
 - f. The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation thereof.
 - g. It shall be a breach of ethics for any employee or former employee of Ector County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person. All solicited procurement information is to be kept secret and confidential by all County employees until after an award and/or a contract is approved.

C. **PROCUREMENT POLICIES:**

1. **Statement of General Policy:**

- a. It is the policy of Ector County that all procurements shall be conducted strictly on the basis of economic and business merit to best promote the interest of the citizens of Ector County.
- b. A procurement program encompasses much more than merely acquiring pricing and placing orders for goods and services. Management functions such as planning and scheduling, seeking and researching vendors, assuring the preparation of proper specifications, auditing pricing, proper training of staff and assistants, quality assurance and inventorying of procured goods and/or services, are all part of an efficient program.
- c. Furthermore, a public procurement program operates in full view of the public. A responsible program is fundamental to the County's government and, in contrast to industrial or private procurement; the price of goods procured is not the overriding indicator of performance. More important in public procurement is how the price is obtained. There shall be no place in County procurement for partiality, secretiveness or deception.
- d. Ector County will maintain a procurement program conforming to the best practices of management. To be successful, such a program must embody the proper attitudes and cooperation of all County employees. Only through such cooperative effort can a procurement program be established and preserved to the best interest of all parties.
- e. The procurement process is not instantaneous. Time is required to process the volume of requests received through the steps decreed by State law and County policy. In order to accomplish timely procurement of goods and/or services required by all County departments, the Purchasing Department and all requesting departments must cooperate fully. The Purchasing Department shall develop a process for expedited procurement that shall be followed in circumstances in which "time is of the essence," because required goods and/or services may no longer be available to a requesting county department unless prompt action is taken by the County.

2. **Specific policies:**

- a. Authority to make a County procurement resides in either the County Purchasing Agent or the Commissioners' Court.
- b. All procurements will be for a quality suitable for the purpose at the least possible expense to Ector County. The Purchasing Department promotes economy by consolidating requirements and by setting standards for inventories.
- c. The requests for all purchases will originate at the requesting department level.
- d. All procurements and purchases over \$50,000 will require "competitive bids/proposals" in accordance with Local Government Code Section 262.023. However, this requirement

may be exempted by LGC, Section 262.024, if the Commissioners' Court, by order, grants the exemption.

- e. All Purchase Orders will be issued by the Purchasing Department after an award is made. Before the Purchase Order can be issued, sufficient funding and all associated documents (quotes, contracts, Master Service Agreement/Insurance, etc.) must be submitted, reviewed, approved, properly signed by the appropriate County personnel, and on file with the Purchasing Department.
- f. No purchase for the County will be made without a Purchase Order to support the award of the purchase unless specific exceptions are provided for in this policy.
 - 1.) Purchases under \$500 are made directly by a department. See page 11 for more details on this type of purchase.
 - 2.) Ector County Commissioners' Court has granted an additional list of exemptions, due to the fact that the cost of the goods and/or services can only be determined "after the fact."
- g. Procurements will be open and unrestricted, and the Purchasing Department will continually strive to increase competition and to obtain new sources.
- h. Procurements will be based on established standards and specifications whenever possible.
- i. Prior procurements are a matter of public record and are available to all "open records" requests.
- j. Procurements utilizing the firm bid methods Request for Bid (RFB) or Invitation for Bid (IFB) shall be revealed at time of bid opening or after the award.
- k. Procurements utilizing the proposal method Request for Proposal (RFP) or Invitation for Proposal (IFP) shall be considered and held confidential until after an award and/or contract has been made.
- l. Any commitment to acquire goods and/or services in the name of Ector County for personal use or ownership is prohibited. Any individual making such a commitment may be liable to prosecution. County employees shall not use County letterhead in making personal purchases or ordering goods and/or services for their own use.
- m. The County is exempt from payment of taxes under Chapter 20, Title 122A, Article 20.04, Revised Civil Statutes of Texas, for the purchase of tangible property. Any use of the County tax exemption certificate/number for personal purchases is prohibited. Anyone using the County's tax exemption certificate/number for personal purchase may be liable to prosecution.

3. **Bidding Thresholds:**

a. **Less than \$50,000:**

- Requires purchase order if over \$499.99
- Does not require bids

b. **\$50,000 and above:**

- Requires Commissioner's Court approval for purchase
- Requires Formal Competitive bid/proposal specifications approved by Court
- Professional Services and Cooperative bids are exempt from Competitive bidding, if approved by Commissioner's Court.

c. **Exemptions from Competitive Bid/Proposal:** Specific exemptions from "Competitive Bidding" procedures can be used, if the Commissioners' Court grants the exemption.

These specific exemptions are listed in the Texas Local Government Code, Chapter 262, Section 024 - Discretionary Exemptions.

III. RESPONSIBILITIES OF COUNTY OFFICIALS

The Purchasing Department is a service agency for all departments and agencies of the County. The procurement function is a "team effort" and the mutual benefits derived depend wholly upon cooperation with each other. This section is a guide for departments and agencies in the procurement program.

A. RESPONSIBILITIES OF DEPARTMENTAL OFFICIALS:

The Departmental Officials have responsibilities for procurement and purchasing as follows:

1. Read, review and utilize the procurement policies and procedures.
 - a. The Department Head/Elected Official may designate employees to be trained to assist in the procurement program.
 - b. The Purchasing Department, if requested by the Department Head/Elected Official, will assist in providing training to anyone involved with the procurement program.
2. Review their budget for available funds and ensure the request is in the proper line item expense account.
3. Make the necessary arrangements with the Auditor and Commissioners' Court if budgeted funds are not sufficient for a requested purchase.
4. Supply complete requirements/scope of work in advance, including clear and concise descriptions of the goods and/or services requested, especially those of an engineering or technical background.
5. Allow sufficient time to obtain and award quotes, place the order, and for the vendor to process and make delivery on the requested goods and/or services.
 - a. Plan purchases so as to avoid "rush orders" and/or emergency purchases.
 - b. Assist in the administration of annual contracts that directly affect their operations.
 - c. Forward all budgeted requests to the Purchasing Department for the procurement process to take place.
 - 1.) All formal bid/proposal requests are to be submitted to the Purchasing Department far enough in advance to allow enough time to review and approve the specifications for the solicitation, evaluate and present to the Commissioners' Court for award in a timely basis. Before the presentation to the Commissioners' Court, evaluation of bid/proposal specifications shall be made with the knowledge and assistance of the requesting department.
 - 2.) Any pertinent documents submitted during budget hearings to acquire the approved budgeted funds should also accompany the request.
6. Assist the Purchasing Department by suggesting the names of vendors who have access to the particular goods and/or services being requested, especially those of a technical nature.
 - a. Keep competition in mind in order to provide all vendors an equal opportunity to submit a quote for goods and/or services.
 - b. The Purchasing Agent shall not be confined to the list of vendors provided, but shall cooperate with the requesting department to ensure that all goods and or services purchased meet the required quality and specifications of the requesting department.
 - c. Any responsible vendor may be placed on the list upon request by telephone; written request; in person; if found in any other research such as a phone directory, magazine, Internet, etc.; or by any other means.
7. Not obligate, under any circumstances, the Purchasing Department and/or the County.

8. Ensure that all purchases are compliant with State law and County policies.
 - a. Purchase from the awarded vendor of an annual bid.
 - 1.) Any purchase for goods and/or services made from a non-awarded vendor will be void, and the County employee making such a purchase may be held personally accountable and liable for the incurred costs.
 - 2.) Purchases from non-awarded vendors may be allowed in certain instances, such as if the awarded vendor did not carry the required item or if they did not have a sufficient supply of the item, to complete a project in a timely manner.
 - b. Any commitment for goods and/or services made in the name of Ector County by any individual and/or department will be void, and the County employee making such a purchase may be held personally accountable and liable for the incurred costs.
 - c. Any purchase for goods and/or services made from the non-awarded vendor will be void, and the County employee making such a purchase may be held personally accountable and liable for the incurred costs.
9. Be responsible for the inspection of deliveries and/or subject the purchased goods and/or services to such tests as necessary to determine the compliance with the specifications.
 - a. Reject all inferior or unsatisfactory goods and/or services.
 - b. Inform the Purchasing Department on the non-compliance of received goods and/or services.
10. Assist in the administration of the Fixed Asset policy.

B. RESPONSIBILITIES OF THE PURCHASING DEPARTMENT:

The Purchasing Department's responsibilities are to:

1. Ensure that the County Procurement Policies and Procedures and State Purchasing laws are followed.
2. Assist in providing training, if requested by the Department Head/Elected Official, to anyone involved with the procurement program.
3. Designate assistants to aid in the performance of the Purchasing Agent's duties.
4. Assist in the Budget process to be acquainted with the needs of all the departments of the County, so that goods and/or services will be secured to meet the department's requirements.
5. Notify Elected Officials or Department Heads if the budget for a requested good and/or service is not sufficient for the purchase.
6. Obtain or assist in the procurement of goods and/or services needed by the requesting departments in a timely and efficient manner.
 - a. Review and research sources and availability of needed goods and/or services and keep informed of current developments in the field of procurement, in market conditions, and new goods and/or services.
 - b. Investigate and analyze, for the benefit of the County, research done in the field of procurement by other governmental agencies and private industry.
 - c. Explore the possibilities of bulk purchasing and combining of orders to take full advantage of discounts.
 - d. Join with other governmental agencies in cooperative purchasing plans and inter-local agreements, with the approval of the Commissioners' Court, when in the best interest of Ector County.
7. Reserve the right to accept or reject all or any part of a bid/proposal and to accept the offer considered the most advantageous to the County on goods and/or services under the statutory limit of \$50,000 set by the legislature.
8. Ensure the timely delivery of goods and/or services to avoid interruption of County operations.
 - a. Advise departments of any unusual delay in the delivery schedule of pending orders.
 - b. Assist the departments in the inspection of the delivered goods and/or services.

9. Conduct the Department in such a way that vendors will:
 - a. Be assured of the fairness of the awards.
 - b. Be encouraged to continue participating in the procurement process.
 - c. Furnish competition to assure the County with the highest quality goods and/or services at the lowest cost and/or best value.
 10. Ensure that vendors are aware that Ector County is exempt from all Federal excise tax and State sales tax. Exemption certificates will be executed by the Purchasing Agent upon request.
 11. Investigate and report any possibilities of collusion among vendors.
 12. Obtain from each Elected Official or Department Head a list of departmental employees authorized to sign requisitions and supply orders.
 13. Not to discriminate against vendors in awarding of bids with respect to race, religion, color, sex, or national origin, in accordance with the State of Texas statutes.
 14. Be responsible for the Fixed Asset policy.
- C. **RELATIONSHIP WITH VENDOR REPRESENTATIVE:**
1. The procurer-seller relationship is one of mutuality. The responsibility of establishing a relationship of mutual confidence and satisfaction between the County and its vendor lies with the Purchasing Department. Therefore, it is necessary that the Purchasing Department be aware of all transactions between the County and its vendors.
 2. Departments' and employees' relationships with the vendor's representatives should be as follows:
 - a. The representatives of all vendors will be received by the Purchasing Department promptly and courteously.
 - b. A Department Head should make the Purchasing Department aware of all contacts and communications with a vendor or a vendor's representative, and should involve the Purchasing Department in procurement negotiations. The County employee cannot obligate the County, and should always so advise the vendor.
 - c. Any useful information received by a department (interviews, catalogs, advertising, and etc.) from a vendor should be forwarded to the Purchasing Department. The Purchasing Department will maintain this information for use by all County departments.
 - d. All correspondence with vendors regarding Purchase Orders should originate in the Purchasing Department, unless an approved arrangement has been made.
 - e. The Purchasing Department shall participate in all procurement negotiations.
 - f. The Purchasing Department may ask questions about the quality and kind of goods and or services requested by a county department in an effort to ensure the that best interest of the County may be served; However, the County Department Head/Elected Official retains the authority to determine the quality, specifications, and kind of goods that are needed by the department.

IV. PURCHASING PROCEDURES

- A. **PURCHASES UNDER \$500:** These are Direct Purchases and will not require a purchase order to be issued.
- B. **PURCHASES \$500 AND GREATER:** Purchases for goods and/or services in the amount of \$500 will require a Purchase Order before the order is placed unless exempted in this policy.
- C. **REQUEST FOR A PURCHASE:** Purchase requests should be made with the use of the Purchase/Requisition Form. The Form will be filled out by the requesting department with the appropriate information. The original (white) and first copy (yellow) will be sent to the

Purchasing Department. The second copy (pink) should be kept and filed with the requesting department.

1. The Purchasing Department will determine if funds are available under the appropriate line-item expense account budget allocation. If funds are not available, the Requisition will be returned to the appropriate Department. The returned Requisition will not receive further consideration until such time that funds become available through an approval, which must be initiated by the requesting department.
2. The Purchasing Department will determine which vendors to contact, solicit quotes, and award. Then the Purchasing Department will complete the Form with the appropriate information, issue a Purchase Order for distribution.
3. Upon receipt of the Purchase Order, the selected vendor will send the goods and/or services to the requesting department. The vendor will send the invoice for the purchase directly to the County Auditor.
4. When the goods and/or services are received, in acceptable condition, by the requesting department, the "Receiving Copy" of the Purchase Order will be signed and sent to the Purchasing Department. The Purchasing Department will process the "Receiving Copy" and forward to the County Auditor for payment. This completes the procurement process.

D. **REQUEST FOR A PURCHASE FROM AWARDED BIDS/PROPOSALS:**

Departments are to submit the completed Purchase/Requisition Form to the Purchasing Department for the issuance of a Purchase Order. Awarded bid/proposal letters are provided by the Purchasing Department to the appropriate departments. Bid/proposal awards are also posted on the County Website for departments to use.

E. **EMERGENCY PURCHASES:** Emergency purchases and repairs should only be for an unexpected and urgent need to keep buildings and machinery in operating condition when their idleness would result in expense to the County; or for the public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county; and/or for the unforeseen damage to public property.

1. **The department making such a request must notify the Purchasing Department of the nature of the emergency.**
2. When possible, a purchase order must be obtained for the purchase.
3. Emergency purchases are costly and should not be used except when absolutely necessary.

F. **SOLE SOURCE PURCHASES:** A sole source purchase occurs when only one vendor possesses the unique capability to meet the particular requirements.

1. The Purchasing Department will require the requesting department to provide in writing the justification explaining why this is the only source that can fulfill the requirement.
2. The Purchasing Department reserves the right to investigate and research other sources.
3. The Purchasing Agent will present a list of Sole Source vendors to the Commissioners' Court for their approval annually in accordance with LGC Section 262.011, (i).
4. Sole Source purchases must follow the procedures regarding monetary values as mentioned in sections A & B above.

G. **BLANKET PURCHASE ORDERS:** A Blanket Purchase Order (BPO) will allow multiple purchases of like type goods and/or services that have an awarded quote, on "as needed basis" throughout the fiscal budget year. For example, these BPOs can be utilized on contracted goods and/or services such as plumbing and/or electrical repair parts, office supplies, printer supplies, highway materials, etc.

1. BPOs will be issued by the Purchasing Department, with the cooperation of the requesting department, at the beginning of each new fiscal year.
2. It is the responsibility of the department assigned the BPO to track the order throughout the life of the BPO.
3. This will require "Partial Payments" of the BPO, see Section VI., B., page 12 on procedures for partial payments.

4. Blanket orders will end when the encumbered funds have been all expensed out; the end of the fiscal budget year; the end of the awarded contract period; or cancellation by the requesting department or Purchasing.
 5. These BPOs should not be used for the purchase of fixed assets or individual purchases exceeding \$500.
- H. **PURCHASING CARD PROGRAM:** This Card can be used for purchases as detailed in the Purchasing Card Program. See Purchasing Card Program for policy and procedures.
- I. **PROFESSIONAL SERVICES:** Professional Services should be obtained utilizing the Professional Services Procurement Act as defined and described in the Texas Government Code; Title 10. General Government; Subtitle F State and Local Contracts and Fund Management; Chapter 2254; Subchapter A. Professional Services.

V. PURCHASE REQUISITION

The Ector County Departmental Purchase/Requisition is a three (3) part form that is numbered and assigned to each department. These forms can be obtained from the Purchasing Department. The original (white) and first copy (yellow) with all documentation attached will be sent to the Purchasing Department. The second copy (pink) should be kept and filed in the requesting department.

The following is a list of information used to complete a Requisition. See page 15 for details.

- A. **REQUISITION NUMBER:** Each Requisition will be numbered for tracking references.
- B. **DEPARTMENT:** This is the name of the requesting Department.
- C. **DATE:** This is the date the requisition is initiated by the requesting Department.
- D. **LINE ITEM ACCT. NO.:** This will be the appropriate budgeted expenditure line item account number for the requested goods and/or services.
- E. **DESCRIPTIONS AND SPECIFICATIONS:** Present the type of goods and/or services desired clearly as to brand, model number, size, dimensions, color, grade, unit of measure ("each", "dozen", "cubic yards", "gallons") and etc., to be used for clarification. When necessary, the information may be put on a separate sheet attached to the requisition and transmitted to the Purchasing Department. **NOTE:** All shipping, handling and freight costs should be addressed in this area of the Requisition.
- F. **QUANTITY:** Insert the number or quantity required, per the unit of measure.
- G. **UNIT PRICE:** The price per the unit of measure.
- H. **TOTAL AMOUNT:** This will be the sum, of the unit prices times the quantities, of that line.
- I. **TOTAL AMOUNT:** This will be the "Grand Total" of the whole Requisition.
- J. **INVOICE NUMBER:** To be completed by Department only if requisition is used for "Direct" purchases, as provided in the purchasing policy.
- K. **INVOICE DATE:** To be completed by Department only if requisition is used for "Direct" purchases under \$500, as provided in the purchasing policy.
- L. **COMMENTS:** Department may use this space for any special instructions to the Purchasing Department concerning the Requisition.
- M. **DEPARTMENT HEAD APPROVAL:** The Department Head/Elected Official or authorized departmental employee signature is required. This signature approves the request at the departmental level.
- N. **PURCHASING AGENT APPROVAL:** The Purchasing Agent or authorized Purchasing Department employee signature is required. This signature approves the request at the Purchasing Department level.

- O. COUNTY AUDITOR APPROVAL: The Auditor or authorized Audit Department employee signature is required. This signature approves the request at the Audit Department level.
- P. TYPE OF TRANSACTION: These are checked off and classified as to the appropriate type of purchase transaction.
- Q. TRANSACTION DATES: These dates are references as to when the Requisition was received and processed in the Purchasing Department.
- R. PURCHASE ORDER NO.: This number is computer generated in the Purchasing Department.
- S. VENDOR NO.: This number is assigned by the Audit department for the payment process. This will be used by the Purchasing and Audit departments.
- T. VENDOR: This is the vendor name who is awarded the prices on this Requisition.

VI. PURCHASE ORDER

The Ector County Purchase Order (PO) is a five (5) part form that is numbered and titled. The PO number is computer generated and will originate from the Purchasing Department.

PURCHASES OF OVER \$500: Purchases of \$500 or more must be made by purchase order, except for the following:

- Emergency Purchases
 - Purchases completed with purchasing card
 - Items or services on the Purchasing Policy Exemption List, see pages 13 – 14.
- A. The five parts of the PO form are:
- 1. The Vendor Copy (white) is submitted to the awarded vendor.
 - 2. The Auditor Copy (yellow), along with the original Requisition and PO register are sent to the Audit Department.
 - 3. The Purchasing Copy (pink) is kept with all other documentation in the Purchasing Department.
 - 4. The Department Copy (green) is submitted to the requesting department for their files.
 - 5. The Receiving Copy (blue) is sent to the requesting department.
 - a. The Receiving Copy (blue) is to be kept, by the requesting department, until all of the ordered goods and/or services are received and accepted.
 - b. Upon acceptance the Receiving Copy (blue) should be, dated and signed, and sent back to the Purchasing Department for processing of the payment to the vendor.
- B. Partial Payments of a Purchase Order may be made upon certain circumstances.
- 1. Partial Receipt of a PO: There may be multiple receipts of goods and/or services throughout the life of the PO.
 - a. The receiving department is to retain their original "Receiving Copy" (blue).
 - b. At each accepted receipt of goods and/or services the department will make a copy of the "Receiving Copy" (blue) and attach the documentation on the amount of goods and/or services that have been received and submit to the Purchasing Department.
 - c. Document and/or correct the copy for the exact goods and/or services that were received.
 - 2. Blanket Purchase Orders: These type of PO's may be used for the multiple purchases of like type goods and/or services, that have an awarded quote, on "as needed basis" throughout the fiscal budgeted year.
 - a. The receiving department is to retain their original "Receiving Copy" (blue).
 - b. At each accepted receipt of goods and/or services the department will make a copy of the "Receiving Copy" (blue) and attach the documentation on the amount of goods and/or services that have been received and submit to the Purchasing Department.
 - c. Document and/or correct the copy for the exact goods and/or services that were received.

3. Upon the “Final” receipt and acceptance of goods and/or services the original “Receiving Copy” (blue) should be submitted to purchasing for the completion of the PO and processing of the payment to the vendor.

Purchase Order Exemptions

A provision is made in Ector County Procurement Policies and Procedures Manual, Section II., C., 2., f.2, that purchases of certain items or services as approved by the Commissioners’ Court may be exempted from the Procurement process. Due to the fact that the cost of the following items can only be determined “after the fact”, it is recommended that an exemption be granted by the Court.

The following is a list of the exemptions approved by Commissioner’s Court:

1. All Children’s Services bills.
2. Travel—including airfare, advances, reimbursements, car rentals, course registration fees, and local mileage reimbursements.
3. Annual membership dues and fees.
4. All line items in 220 non-departmental judicial accounts—including court reporters, court appointed attorneys and medical commitments.
5. Prisoner and deputy expenses:
 - **Medical bills (doctor and hospital)
 - **Psychological tests
 - **Transport expenses
 - **Photos (Adult Probation)
 - **Drugs by prescription (individualized)
 - **Commodities (cost, storage and transportation)
6. Trial expenses:
 - **Witness expense (lodging, travel, etc.)
 - **Investigation expense
 - **Testimony expenses
7. County Advertising:
 - **Legal notices for elections, bids, etc.
 - **Personnel advertising
8. Telephone, utilities and cellular phones.
9. Indigent Burials.
10. Automatic updates to reference books and subscriptions.
11. Library - books, videos, genealogy materials, etc. that can only be purchased from a single source.
12. Maintenance repair service calls.
13. Postage including Federal Express, UPS, and DHL.
14. Gasoline credit card bills.
15. Supply items purchased through the Purchasing Department.
16. Warranty or patent repairs.
17. Items where a check must be sent with the order and a purchase order will not be accepted (ex. Book order, sole source).
18. County Agent demonstration items (food and supplies).
19. County Insurance—Dept. 960.
20. Public scale usage.
21. Professional Services:

- **Legal fees
 - **Pathologist
 - **MHMR
 - **Physicians
 - **Contract Labor (Coliseum, Adult Probation, Election Programming and workers, etc.)
 - **Consultants—Commissioners' Court awarded on an hourly basis
22. Temporary items agreed upon by the County Auditor and Purchasing Agent due to need to process bid items properly.
 23. Vehicle and Equipment Repairs.

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**ECTOR COUNTY
DEPARTMENTAL PURCHASE/REQUISITION**

Purchase Order No. _____

Vendor No. _____

Vendor: _____

REQUISITION NUMBER A 1741849

Department: _____

Date: _____

LINE ITEM ACCT. NO.	Description and Specifications	Quantity	Unit Price	Total Amount
		TOTAL AMOUNT \$		

TYPE OF TRANSACTION

DIRECT - UNDER \$250 _____
 OVER \$250 - P.O. _____
 EMERGENCY _____
 BID ITEM _____
 COURT AWARDED _____
 SOLE SOURCE _____
 OTHER / EXEMPT _____

TRANSACTION DATES

RECEIVED IN PURCHASING _____

FUNDS VERIFIED / P.O. _____

SENT TO AUDIT _____

RETURNED TO DEPARTMENT _____

DATE P.O. RECEIVED _____

Invoice # _____ Invoice Date: _____

Comments: _____

DEPARTMENT HEAD APPROVAL: _____

PURCHASING AGENT APPROVAL: _____

COUNTY AUDITOR APPROVAL: _____

VII. PURCHASING PROCEDURES FOR FEDERAL FUNDS

The County of Ector follows the procurement standards in 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds. All attempts are made to adhere to these policies and procedures and updates are made as needed. The entirety of the language found in 2 CFR 200.317 – 2 CFR 200.327 may not be applicable in all instances, programs, and/or situations. This document contains the most current 2 CFR 200.317 – 2 CFR 200.327 language available at the adoption of these policies and procedures.

§200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including sub-recipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or sub-award. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any

contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it

is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) **Micro-purchases—(i) Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) (<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-A/part-2/subpart-2.1>) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the

FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) *Non-Federal entity increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) ***Small purchases***—(i) *Small purchase procedures.* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) ***Simplified acquisition thresholds.*** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) ***Formal procurement methods.*** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) ***Sealed bids.*** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of

this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance

with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323*

(K) See § 200.216**

(L) See § 200.322***

***§ 200.323 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

****§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

*****§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

These Policies and Procedures are passed and approved by the County of Ector
through the County Commissioners Court on _____.

Dustin Fawcett
County Judge

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form **MUST** be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 24th day of June 2025, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	004-980-5161	Educational Travel	6,600
FROM:	004-980-5193	Postage	6,600

This request is made for the following reasons:
Amend for Annual Law Seminar

APPROVED AND SIGNED this the 24th of June 2025.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 19a

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form **MUST** be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 24th day of June 2025, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-160-5307	Professional Services	1,500

FROM:	001-160-5161	Educational Travel	1,500
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This request is made for the following reasons:
Amend for ECourtDate

APPROVED AND SIGNED this the 24th of June 2025.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 19b

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form **MUST** be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 24th day of June 2025, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-720-5507	Special Departmental Equipment	6,200
FROM:	001-720-5189	Botanical Supplies	6,200

This request is made for the following reasons:
Purchase Tent

APPROVED AND SIGNED this the 24th of June 2025.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 19c

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 24th day of June 2025, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	044-990-5503	New Building	10,000,000
	044-4801	Operating Transfer In General	10,000,000

FROM:

This request is made for the following reasons:
Amend for 001-044 transfer for library capital project

APPROVED AND SIGNED this the 24th of June 2025.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 20

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 24th day of June 2025, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-690-5171	Office Supplies	54
	001-690-5185	Library Supplies	11,058
	001-690-5199	Departmental Furniture & Equipment	6,386
	001-690-5201	New Books	4,351
	001-690-5207	Subscriptions	396
	001-4171	Donated Revenues	22,245

FROM:

This request is made for the following reasons:
Amend for various purchases

APPROVED AND SIGNED this the 24th of June 2025.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 21

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form **MUST** be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 24th day of June 2025, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-950-5801	Operating Transfer Out	10,000,000
FROM:	001-3310	Unreserved Fund Balance	10,000,000

This request is made for the following reasons:
Amend for New Library

APPROVED AND SIGNED this the 24th of June 2025.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 22