



Ector County Commissioners' Court

July 08, 2025

10:00 AM

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

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**CALL TO ORDER-** Judge Dustin Fawcett

**INVOCATION-** Commissioner Billy Hall

**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, Debbie Phillips- Commissioners' Court Secretary, Steve Patton- Parks Consultant:*

To consider, discuss, and take any necessary action to *receive a presentation* from the Ector County Parks And Recreational Masterplan Steering Committee on the *2025 Ector County Parks Masterplan*.

3. *Meteor Crater Access Request, Amber Valles- Public Works Office Coordinator:*

To consider, discuss, and take any necessary action to *approve* Salvador Rodriguez, UTPB graduate student, access to the Ector County Meteor Crater for his ongoing studies at The University of Texas Permian Basin.

4. *Donation, Howard Marks- Library Director:*

To consider, discuss, and take any necessary action to *accept a \$500.00 Community Investment Gift Card* from H-E-B to the Ector County Library for refreshments to be served at the "Our Texas, Our Future" short film screenings.

5. *July 2025 Auction, Lucy Soto- Purchasing Director:*

To consider, discuss, and take any necessary action to *declare surplus and approve the Sale by Auction* for the items listed on the *July 2025 Auction List*, in accordance with Chapter 263.152, Texas Local Government Code, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

## **AWARD OF BIDS/PROPOSALS**

6. *Request for Bid Specifications: Housekeeping Supplies II- Project No. 2025-IFB-090, Lucy Soto- Purchasing Director, Billy Carrigan- Building Maintenance Director:*

To consider, discuss and take any necessary action to *approve* the *Request for Bid Specifications* for *Housekeeping Supplies II, Project No. 2025-IFB-090*; these specifications have been designed by the Building Maintenance Department and Purchasing Department, and are ready to advertise and distribute to vendors upon approval from the Commissioners' Court.

## **CONTRACTS/AGREEMENTS/GRANTS**

7. *Interlocal Agreement, Dustin Fawcett- Ector County Judge:*

To consider, discuss, and take any necessary action to *approve* an *Interlocal Agreement* by and between Ector County, Texas, and Emergency Services District No. 1 and No. 2, to provide an advance on operating costs in the amount of \$10,906.00 until the District(s) begin levying tax revenues, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; this advance will be paid back to the County.

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

To consider, discuss, and take any necessary action to *approve* a *Change Order(s)* 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.

9. *Master Service Agreement, Wes Carta- Environmental Enforcement/Emergency Management Director/Constable Pct. #2:*

To consider, discuss, and take any necessary action to *approve* the *Master Service Agreement* by and between Ector County, Texas, and Lexipol, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

10. *Scrap Tire Disposal Agreement, Wes Carta- Environmental Enforcement/Emergency Management Director/Constable, Pct. #2:*

To consider, discuss, and take any necessary action to *approve* the *Scrap Tire Disposal Agreement* by and between Ector County, Texas, and Monster Salvage, LLC., and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

11. *Renewal: Subscriber Agreement for TRADS Services, Wes Carta- Environmental Enforcement/Emergency Management Director/Constable, Pct. #2:*

To consider, discuss, and take any necessary action to *approve* the *Subscriber Agreement for TRADS Services* renewal by and between Ector County, Texas, and TransUnion, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

12. *Master Settlement Statement, Amber Valles- Public Works Office Coordinator:*

To consider, discuss, and take any necessary action to *approve* a *Master Settlement Statement* by and between Ector County, Texas, and Mr. and Mrs. Marler regarding "*sale of property*", and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

13. *Master Settlement Statement, Amber Valles- Public Works Office Coordinator:*

To consider, discuss, and take any necessary action to *approve a Master Settlement Statement* by and between Ector County, Texas, and Mr. Carlos Alberto Varela Cortez and Mrs. Paloma Jacqueline Lopez regarding "*sale of property*", and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

14. *TDMA Communications Addition, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action regarding the addition of *TDMA Communications* to the Notrees and Penwell Tower Radio Tower Sites and any associated financial options/obligations, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

**PERSONNEL REQUESTS**

15. *Salary Change Request, Steve Paz- County Extension Agent Director:*

To consider, discuss, and take any necessary action regarding a *salary change request* for the County Extension Agent Program Assistant position to increase to a Step 5 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.

16. *Salary Change Request, Lucy Soto- Purchasing Director:*

To consider, discuss, and take any necessary action regarding a *salary change request* for the Purchasing Department Contract Specialist position to increase to a Step 7 due to qualifying skills and a degree and certification associated with this position, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; it is requested to make this change retroactive to April 1st, 2025.

17. *Reclassification Request, Lucy Soto- Purchasing Director:*

To consider, discuss, and take any necessary action regarding a *reclassification request* to reclassify the Purchasing Department Assistant Purchasing Agent to Assistant Purchasing Agent with Certification, Step 20, due to qualifying skills and certification, and authorize the County Judge and any other necessary party, to sign all documents associated with this agenda item.

**POLICIES/PROCEDURES**

18. *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*, for an additional two years, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

19. *Procurement Policies & Procedures, Julie Prentice- County Attorney, Lucy Soto- Purchasing Director:*

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.

## **DEVELOPMENT SERVICES**

### **20. MHRC Development Proposal Application: 400 E. VFW Ln., Eddie Landrum- Development Services**

*Director:*

To consider, discuss, and take any necessary action regarding an *MHRC Development Proposal Application* to serve 400 E. VFW Ln., Precinct #3, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

## **CONSENT AGENDA**

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

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

#### **21a.) 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 Election Resources, 004-980-5172 for \$2,891.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

#### **21b.) Line-Item Transfer- County Court at Law #1:**

To consider, discuss, and take any necessary action to *approve a line-item transfer* to General Fund, County Court at Law 1, Professional Dues & Fees, 001-140-5302 from Educational Travel, 001-140-5161 for \$25.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

## **BUDGET/FINANCIAL**

### **22. Financial Reports/Statements, Tristan Marquez- County Auditor:**

To consider, discuss, and take any necessary action to *approve the Accounts Payable Fund Requirements Report* for July 8th, 2025, and review County financial statements and reports.

## **EXECUTIVE SESSION**

### **23. 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 Jazzland Properties, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

### **24. Real Estate, Dustin Fawcett- Ector County Judge:**

To consider, discuss, and take any necessary action regarding *real estate* pursuant to Title 5, Chapter 551, Section 551.072, Texas Government Code, in relation to the USPS Vehicle Maintenance Facility, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

### **25. Economic Development, Dustin Fawcett- Ector County Judge:**

To consider, discuss, and take any necessary action regarding *economic development* pursuant to Title 5, Chapter 551, Section 551.087, Texas Government Code, in relation to Project Van Zandt.

## **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 July 02, 2025

A handwritten signature in cursive script that reads "Lorina Zavala".

Lorina Zavala, Chief 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 1010 East 8th Street, Room 118, Odessa, Texas 79761 during normal business hours and at least one (1) business day in advance.*

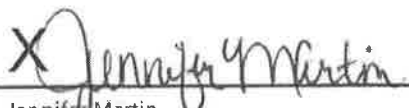
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X 

Dustin Fawcett  
Ector County Judge

ATTEST:

X   
Jennifer Martin  
County Clerk

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*- You're -  
- invited -*

to participate in the 2025

**H-E-B Our Texas, Our Future**

Film Series Screening Celebration!

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Commit to hosting a screening showing the 5 films  
with your nonprofit community in July or August 2025  
and we'll send your nonprofit a \$500 H-E-B gift card!

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RSVP with screening event details by June 20, 2025, to receive your  
\$500 H-E-B Gift Card. All gift cards will be mailed after 6/20/25.

\* Send out invitations via e-mail or social media about the screening event - can be located at your facility or location of your choice.  
Note: Please utilize the Our Texas, Our Future logos and/or film graphics attached to create invitations & event promotion signage.

\* To receive your gift card, please RSVP no later than June 20, 2025.

\* On the day of the event, gather projector or screening device and ensure there is internet access. The films can be accessed at <https://ourtexasourfuture.com/stories/>.

\* Consider incorporating or providing the PBS learning resources that accompany each film. These are TEKS-aligned teaching guides that include social studies and science materials. Visit <https://ourtexasourfuture.com/kidscorner/> to download!

\* During the screening, document by taking pictures, gather reactions and comments from the audience.  
Post on social media by tagging @HEB with hashtags #OurTexasOurFuture and #HEBhelpinghere

\* Show us how you celebrated by completing the post-event survey and e-mailing at least two photos to [environmentalaffairs@heb.com](mailto:environmentalaffairs@heb.com) by September 1, 2025.

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# JULY 2025 AUCTION

COUNTY ATTORNEY					
LOT #	TAG #	ITEM DESCRIPTION	FUND	DATE ACQUIRED	ORIGINAL COST
AB-03		TAN:HON VERTICAL 4-DRAWER FILING CABINET			
AB-29		{3} BURGANDY ROLLING CHAIR W/ARMS			
TREASURER					
AB-16	34840	LASER JET 2100	001-310-5506	5/28/1999	\$667.00
AB-18		TEAL/GREEN OFFICE CHAIR			
PURCHASING					
AB-02	20137	ELECTRIC TYPEWRITER IBM 5	001-270-5504	4/22/1985	\$1,076.00
AB-02	21498	ELECTRIC TYPEWRITER IBM 3	001-060-5504	12/4/1986	\$636.00
AB-02	49694	ELECTRIC TYPEWRITER IBM 2500	001-160-5199	12/18/2014	\$625.00
AB-02	45448	HP DESKJET 6122, PRINTER	057-440-5199	1/19/2005	\$157.00
AB-02	48604	HP LASERJET P3015, PRINTER	001-310-5171	11/18/2010	\$398.99
AB-02	41496	HP LASERJET 2100TN, PRINTER	01-470-5199	1/8/2001	\$970.93
AB-02	48417	HP LASERJET P4015TN, PRINTER	001-160-5199	8/31/2010	\$1,314.21
AB-02	48742	SHEET FED SCANNER FI-6130	079-280-5199	1/19/2012	\$877.87
AB-01		LARGE GRAY WOODEN DESK			
AB-16		CORK BOARD			
AB-03		MONTGOMERY WARD COMPART REFRIGERATOR			
AB-13		AMBER WOOD CREDENZA			
AB-02		HP DESKJET 950C PRINTER			
AB-02		HP LASERJET 3020, PRINTER			
AB-09		BULKY GRAY METAL DESK			
AB-14		GRAY & ORANGE WOODEN DESK			
AB-01		BROWN OAK DOOR			
AB-01		BROWN OAK DOOR			
AB-02		MONROE 4130 CALCULATOR			
AB-02		DIGITAL CHECK SCANNER CX30			
AB-02		MONROE 7130 CALCULATOR			
AB-03		SONY CYBER-SHOT CAMERA			
AB-01		DARK WOOD TABLE			
AB-01		DARK BROWN SHELF			
161ST DISTRICT COURT					
AB-28		BEIGE FILING CABINET			
AB-16		MEDIUM TABLE			
BUILDING MAINTENANCE					
AB-26		DRYER			
SOUTH SIDE SENIOR CENTER					
AB-26		DISHWASHER			
JUVENILE PROBATION					
AB-14	43199	HP LASERJET 4100DN PRINTER	075-440-5199	10/23/2002	\$1,995.00
AB-15	46215	HONEYWELL SECURITY CAMERA	057-440-5199	2/22/2006	\$978.00
AB-20		TEAL GREEN LOCKERS, SET OF 10			
AB-25		TEAL GREEN LOCKERS, SET OF 10			
AB18		BLACK CHAIR			
AB-25		GREY CHAIR			
AB-09		BLUE CHAIR			
AB-15		ULTRACK LARGE SECURITY CAMERA			

## JULY 2025 AUCTION

AB-15		WATERPROOF IR SECUIRTY CAMERA			
AB-15		NUVICO DAY/NIGHT WEATHERPROOF CAMERA			
AB-15		CNB COLOR DOME CAMERA			
AB-15		DOME SECURITY CAMERA			
AB-15		NUVICO ROUND SECURITY CAMERA			
AB-15		NUVICO SQUARE SECURITY CAMERA			
AB-15		INTERSIFIER 3 SSPECO TECHNOLOGIES			
AB-15		ZODIAK DIGITAL TRUE DAY/NIGHT COLOR CAMERA			
AB-15		(2) ZODIAK DIGITAL DAY/NIGHT COLOR CAMERAS			
AB-15		(3) CAMSTAR SECURITY CAMERAS			
AB-15		(2) GEOVISION INC DOME SECURITY CAMERAS			
AB-15		(3) CNB VANDAL RESISTANT DOME CAMERAS			
AB-15		(3) NORTHERN HD- TVI DOME SECURITY CAMERAS			
AB-15		(6) NUVICO LARGER DOME SECURITY CAMERAS			
AB-15		(18) NUVICO DOME SECURITY CAMERAS			
<b>ELECTIONS OFFICE</b>					
AB-08	29051	CREDENZA	001-980-5504	9/1/1989	\$1,200.00
AB-07	32481	CREDENZA	004-980-5504	11/11/1992	\$507.88
AB-14		OFFICE DESK			
<b>H.R</b>					
AB-13	46102	VIEW SONIC PJ 656 LCD PROJECTOR	001-030-5199	2/28/2006	\$940.00
AB-21	49355	LENOVO THINK PAD (BLACK)	001-311-5199	8/7/2013	\$780.12
<b>ECTOR COUNTY JAIL</b>					
AB-04	30779	LARGE BROWN DESK	001-990-5504	7/2/1991	\$940.00
AB-21	38398	LARGE BROWN DESK	01-420-5199	2/21/2001	\$740.50
AB-04	27272	LARGE BROWN DESK	001-360-5504	3/1/1989	\$620.00
AB-06	34002	BROWN DESK W/RETURN ATTACHED	089-410-MIDL	1/1/1990	\$550.00
AB-21	39954	TOSHIBA LAPTOP BLUE/BLACK			
AB-08	44787	GRAY HP FAX MACHINE	001-310-5199	1/13/2013	\$906.31
AB-16	40728	SHARP, EL2192P TAN ELECTRONIC CALCULATOR			
AB-17	28193	BLACK/ BROWN TOP DESK	001-990-5004	8/29/1989	\$370.00
AB-21		BLACK PRINTER			
AB-18		BLACK SKITPHRATI MONITOR			
AB-27		GRAY 12 INDEX CARD CABINET			
AB-10		BLACK SONY CAMERA			
AB-16		BLACK SEALER			
AB-09		SMALL T TEMPER TEST RECORDER			
AB-11		GRAY SWINTER 8014-S			
AB-16		SHARP, EL2192P TAN ELECTRONIC CALCULATOR			
AB-11		GRAY POWER SUPPLY			
AB-27		TAN FILLING CABINET			
AB-22		LARGE BROWN MEDICAL BED			
AB-16		SMALL LIGHT BROWN DESK			
AB-21		SMALL BLACK ROLLING TABLE			
AB-15		BIG DARK BROWN SINGLE SEAT COUCH			
AB-16		(4) BLACK LENOVO COMPUTER MOUSE			
AB-16		BLACK MICROSOFT COMPUTER MOUSE			
AB-30		BLACK LEATHER ROLLING CHAIR			
AB-30		BLACK LEATHER ROLLING CHAIR W/ MOVABLE ARMS			
AB-22		LIGHT BROWN DESK			

## JULY 2025 AUCTION

AB-21		LIGHT BROWN TABLE W/ TAN DESK			
AB-22		LIGHT BROWN/ BLACK METAL RETURN			
AB-15		TAN MEDICAL BED			
AB-10		(2) VIEWSONIC FULL HD LED BACKLIT DISPLAY MONITOR			
AB-07		BLUE ROLLING OFFICE CHAIR			
AB-31		(4) BLACK OFFICE ROLLING CHAIRS			
AB-19		(12) DELL MONITORS			
AB-12		(4) LENOVO MONITORS			
AB-14		(3) GRAY LASER FAX MACHINE			
AB-16		(13) BLACK LENOVO KEYBORAD			
AB-16		(3) BLACK DELL KEYBOARD			
AB-16		BLACK HP KEYBOARD			
AB-16		BLACK LVLUP KEYBOARD			
AB-09		(3) 8102 BLACK AT&T OFFICE PHONE			
AB-09		(4) BLACK AT&T OFFICE PHONE			
AB-19		GRAY DESK			
AB-22		GRAY DESK			
AB-18		(2) BLACK METAL DESK W/ BROWN TOP			
AB-05		(2) BROWN/BLACK DESK W/ RETURN			
AB-05		(3) BLACK RETURN			
AB-17		BLACK METAL DESK W/ BROWN TOP			
AB-19		BLACK METAL DESK W/ BROWN TOP			
AB-18		BLACK VIEWSONIC MONITOR			
AB-17		BROWN/BLACK DESK W/ RETURN			
<b>LIBRARY</b>					
LIB-05	25852	CASH REGISTER	001-690-5504	3/1/1985	\$895.00
LIB-01		DARK BLUE OFFICE CHAIR W/ARMS			
LIB-01		BROWN BOOKSHELVE			
LIB-01		STUDY CARREL			
LIB-01		(10) COMPUTER MONITORS			
LIB-02	46056	HP 4250N PRINTER	001-690-5199	2/22/2006	\$1,104
LIB-02		(4) COMPUTER MONITORS			
LIB-02		WOOD DESK			
LIB-03		MELAMIME BLACK SHELVES			
LB-03	38228	HP 4050TN PRINTER	001-691-5506	11/1/2000	\$1,398.00
LIB-03		(26) ACRYLIC SHELVES			
LIB-06		(16) ACRYLIC SHELVES			
LIB-03		(2) TASK LAB CHAIRS W/WHEELS			
LIB-03		(1) SHREDDER			
LIB-03		(7) MONITOR STANDS			
LIB-03		MUSTARD 2-DRAWER WIDE FILING CABINET			
LIB-03		GOLD DECO TUB W/CLOCK , DOOR CHIME			
LIB-04		(1) SHREDDER			
LIB-04		PC STAND			
LIB-04		BROWN TABLE			
LIB-04		WHITE STAND TABLE			
LIB-04		(9) PLASTIC DESK FILING ORGANIZERS			
LIB-04		(7) STAPLERS			
LIB-04		HOLE PUNCHER			
LIB-04		PLASTIC ORGANIZER TRAY			
LIB-04		PENCIL SHARPENER			
LIB-04		BLACK PLASTIC FRAME			
LIB-13		(4) DOUBLE-SIDE WHITE A BOOKSHELVES			

# JULY 2025 AUCTION

LIB-04		(1) WOOD BOOKCASES			
LIB-05		LECTER STAND			
LIB-05		(10) UPS BATTERIES			
LIB-05		HP 4133E PRINTER			
LIB-05		(7) COMPUTER MONITORS			
LIB-05		(1) BAGE LOCKBOX			
LIB-06		(1) SHREDDER			
LIB-06		TYPEWRITER			
LIB-06		METAL FILING ORGANIZER			
LIB-06		GREY OFFICE ROLLING CHAIR W/ARMS			
LIB-07		BOX OF WIRE STORAGE UNIT PANELS			
LIB-07		(7) COMPUTER MONITORS			
LIB-08		(1) SHREDDERS FOLLOWES			
LIB-08		BOX OF COMPUTER CORDS			
LIB-08		PC KEYBORDS			
LIB-08		(4) KICKSTOOLS			
LIB-08		(2) LIGHT BLUE CHAIRS			
LIB-09		(4) KICKSTOOLS			
LIB-09		(1) TASK LAB CHAIRS W/WHEELS			
LIB-09		PC KEYBOARD			
LIB-05		LARGE BLACK KEYBOX			
LIB-08		(2) CAMERAS			
LIB-05		(5) SCANNER STANDS			
LIB-09		(4) SMALL BOXES BOOK REPAIR SUPPLIES			
LIB-06		(22) BRACKETS FOR SHELVES			
LIB-06	44974	SONICWALL	011-690-5506	6/30/2013	\$7,659.60
LIB-06	47361	SONICWALL	001-690-5506	4/21/2008	\$4,902.99
LIB-03	50718	SONICWALL	001-690-5507	7/27/2018	\$7,862.13
LIB-08		HP M402DN PRINTER			
LIB-06		(5) SWITCHES			
LIB-04		(3) SWITCHES			
LIB-02		(2) BOXES;MOUNTING BRACKET PARTS FOR SERVERS			
LIB-02		(3) COMPUTER HOLDERS WITH WHEELS			
LIB-10		(21) COMPUTER MONITORS W/STANDS			
LIB-11		(11) COMPUTER MONITORS W/STANDS			
LIB-09		(60) COMPUTER Mouses			
LIB-08		(12) PC SPEAKERS			
LIB-08		BOX OF COMPUTER CORDS			
LIB-07		BOX OF COMPUTER CABLES			
LIB-13		(3) HEAVY FOLDING TABLES			
LIB-06		GRAY 4-DRAWER WIDE FILING CABINET			
LIB-10	25413	BROWSING CABINET	001-690-5504	9/1/1981	\$707.45
LIB-10	30452	BROWSING CABINET	001-990-5507	7/20/1990	\$734.92
LIB-12	25159	GLASS ROUND CURIO CABINET	001-690-5004	8/1/1982	\$500.00
LIB-07		(2) WOOD BOOKCASES			
LIB-04		(2) WOOD BOOKCASES			
LIB-07		SMALL WOOD CABINET TABLE			
LIB-04		DESK TOP ORGANIZER			
LIB-02		BROWN LEATHER CHAIRS W/ARMS			
LIB-12		(10) CHILDRENS TASK CHAIRS			

# JULY 2025 AUCTION

ECTOR COUNTY AGRILIFE AGENT					
AB-31		BLACK ROLLING CHAIR W/ ARMS			
AB-03		GRAY ROLLING CHAIR NO ARMS			
JP #1					
AB-31		BLACK ROLLING CHAIR			
AB-03		GRAY CLOTH ROLLING CHAIR			
AB-17		(3) BLUE CLOTH ROLLING CHAIRS			
AB-21		(2) SHREDDERS			
AB-11		(2) MONITOR STANDS			
AB-17		(4) DELL MONITORS			
AB-07		BLUE HIGH TOP CLOTH ROLLING CHAIR			
RB-01	44579	IMPALA, 210 CHEVY	051-770-5505	2/17/2010	\$20,137.00
DISTRICT CLERK					
AB-11	50149	FUJITSU SCANNER	001-110-5199	2/16/2016	\$881.20
AB-18	49922	FUJITSU SCANNER	014-100-5199	7/20/2015	\$874.26
AB-06		GREENISH BROWN 4 DRAWER FILING CABINET			
AB-11		SKINNY GRAY, 4 DRAWER FILING CABINET			
AB-23		SKINNY GRAY, 4 DRAWER FILING CABINET			
AB-19		LARGE RECTANGLE BULLETIN BOARD			
AB-16		EMPLOYEE OF THE MONTH PINS			
AB-16		(2) BLACK, PLASTIC, STANDING SIGN HOLDERS			
AB-20		(5) BANKER BOXES, 12 PK			
AB-16		(2) PENDAFLEX LETTER ORGANIZER			
AB-20		GRAY, 5 DRAWER FILING CABINET			
AB-25		GRAY, 5 DRAWER FILING CABINET			
AB-19		OFFICE FLOOR MAT			
AB-22		(10) LARGE WOODEN FRAMES; NO BACK			
AB-22		(2) LENOVO MONITOR W/NO STANDS			
AB-31		BLACK CLOTH ROLLING CHAIR W/ARMS			
AB-13		(21) MISC SIGNAGE			
AB-16		(3) GRAY, CLOTH ROLLING CHAIRS W/ARMS			
AB-22		RUG PAD			
AB-26		TALL, DARK BROWN,BOOK SHELF ( MISSING SHELF)			
AB-14		SMALL TAN ROLODEX			
AB-24		(9) ONLINE LABEL ROLLS, 2480 COUNT			
AB-24		(5) SOCIAL DISTANCING FLOOR SIGNAGE			
AB-14		LARGE TAN ROLODEX			
AB-13		(2) WIRELESS HEADSET			
AB-16		SNAP ON REFILL PEN			
AB-16		(2) PENDAFLEX LETTER ORGANIZER			
AB-18		BLACK CLOTH OFFICE CHAIR			
AB-24		(6) BATTERY CHARGERS			
AB-16		(2) POWER STRIPS (ELECTRICORD,FELLOWS)			
AB-16		(2) ELECTRIC CALCULATORS			
AB-24		(4) 4PK PANASONIC BATTERIES			
AB-24		(3) PLASTIC SQUARE NUMBERS 1-100			
AB-22		(11) ADDING MACHINE ROLLS			
AB-16		(2) LOCK & KEYS			
AB-22		VERBATIM WIRELESS COMPUTER KEYBOARD			
AB-22		(3)BLACK Sissors			
AB-22		(3) WIRED KEYBOARDS(LENOVO,DELL,MICROSOFT)			
AB-22		(5) DESK TOP TAPE DISPENSERS			
AB-09		(2) KANTEX MONITOR RISER W/EXTRA LEGS			

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AB-22		(2) GRAY, 20 SHEET, SWINGKINE STAPLER			
AB-22		SILVER & ORANGE, 20-40 SHEET, STAPLER			
AB-16		(2) BINDERS			
AB-22		(2) BLUE, 2-25 SHEET, BOSTICH STAPLERS			
AB-24		VERTICAL PLASTIC PAPER STAND/ HOLDER			
AB-24		DIAGONAL PLASTIC PAPER STAND/HOLDER			
AB-22		RED, 2-25 SHEET, BOSTICH STAPLER			
AB-22		GRAY, BOSTICH STAPLER			
AB-16		VERBATIM WIRELESS MOUSE MODEL #99779			
AB-27		(3) MONEY TRAYS			
AB-16		WEB CAM ( BROKEN)			
AB-10		METAL STOOL W/ WOODEN TOP			
AB-22		BLACK, METAL STAPLER			
AB-16		PENDAFLEX NUMBER ORGANIZER			
AB-12		BLACK RECTANGLE PENDAFLEX LETTER ORGANIZER			
AB-22		(2) BLACK, MAX REMOVER, STAPLE REMOVER			
AB-27		GREEN, LOCKING METAL BOX			
AB-22		(4) SILVER, SWINGLINE, STAPLE REMOVER			
AB-13		BLUE SMEAD JACKET FOLDERS, 100 COUNT			
AB-13		PARTIAL DESK TOP STAND ( MISSING SIDES)			
AB-12		BLACK METAL BASKET (DISASSEMBLED)			
AB-12		(7) ACCORDIAN FILE/PAPER HOLDERS			
AB-24		(2) PLASTIC PAMPHLET HODLER			
AB-12		(6) STACKABLE, BLACK, PLASTIC PAPER HOLDERS			
AB-16		(2) METAL BOOK STOPPERS			
AB-24		(41) SMALL STACKERS FOR 3" DEEP TRAYS			
AB-24		(8) LARGE BLACK STACKERS FOR 3" DEEP TRAYS			
AB-16		(12) WIRED MICE (LENOVO, DELL, VERBATIM)			
AB-16		LOGITECH WIRELESS MOUSE MODEL #M310			
AB-16		WIRELESS BLACK MOUSE			
AB-24		BLACK METAL WIRE FILE/PAPER HOLDER			
AB-13		CARBON PAPER			
AB-24		(2) MAGNETIC CORD HIDING BOXES			
<b>ADULT PROBATION</b>					
AB-24		WOODEN TABLETOP MAHOGANY PODIUM			
AB-09		(2) BLUE OFFICE CHAIRS			
AB-04		(2) TEAL OFFICE CHAIR			
AB-04		(2) BLACK OFFICE CHAIRS W/AMRS			
AB-05		HIGH BACK BLACK LEATHER CHAIR			
AB-05		(2) SHORT BACK BLACK LEATHER CHAIRS			
AB-28		(2) GRAY METAL DESK			
AB-24		TAN METAL DESK			
<b>PUBLIC WORKS</b>					
AP-01	50856	PRINTER, HP DESIGNJET T2530	002-820-5507	12/14/2018	\$9,507.63
AP-01	50903	PRINTER, HP L365 64"	002-830-5507	5/31/2019	\$14,465.13
RB-31	44614	MOWER, SCAG 72", STT-35BVAC-55 UNIT#939	051-770-5505	11/30/2010	\$9,239.00
RB-32	44523	MOWER, SCAG 72", STT-35BVAC-55 UNIT#900	051-770-5505	3/31/2009	\$9,899.10
RB-21	50389	PRESSURE WASHER, MODEL #ENG4-30024	051-770-5507	8/31/2017	\$7,545.00
RB-38	60127	TRAILER, FALCON 4 TON RECYCLER, 2021 UNIT#1239	005-810-5505	12/31/2021	\$55,412.50
RB-37	60128	TRAILER, FALCON 4 TON RECYCLER, 2021 UNIT#1240	005-810-5505	12/31/2021	\$55,412.50
RB-39	51232	FP5FLAMELESS POTHOLE PATCHER UNIT#1152	051-770-5505	2/29/2020	\$220,837.77
RB-24	23867	TOOL BOX SET, TOP BOX	002-750-5504	7/2/1985	\$1,000.93
RB-29	49892	AC REFRIGERENT RECOVERY MACHINE, ROBINAIR PRE	051-770-5199	5/20/2015	\$4,199.99

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RB-44		(SERVERAL) LONG METAL PIPES			
RB-44		(SERVERAL) SHEET METAL			
RB-30		( SEVERAL) GRILL GUARDS			
RB-31		PARTITIONS			
RB-32		PARTITIONS			
RB-33		PARTITIONS			
RB-34		(SEVERAL) CENTER CONSOLES			
RB-40		GUN RACKS			
RB-37		GUN RACKS			
RB-23		(1) TOOL BOXE			
RB-22		WATER TANK			
RB-34		TOOL BOXES FOR VEHICLES			
RB-36		TOOL BOXES FOR VEHICLES			
RB-35		TOOL BOXES FOR VEHICLES			
RB-30		(SERVERAL) HEADACHE RACKS			
RB-41		(SEVERAL) BOXES OF VARIOUS TRAFFIC BEADS			
RB-43		SOLAR PANAL			
RB-42		CHAIN LINK FENCE			
RB-27		(SEVERAL) LIGHTS FOR VEHICLES			
RB-40		(SEVERAL) WEED EATERS			
RB-29		BRAKE LATHE			
RB-44		(SERVERAL) PVC PIPES			
RB-02	44585	2010 CHEVROLET, 1 TON DUALY	051-770-5505	3/17/2010	\$24,466.00
RB-03	44500	2008 TRUCK , FORD F250	051-770-5505	4/23/2008	\$17,630.50
RB-04	44499	2008 FORD F250 CREW CAB	051-770-5505	4/23/2008	\$20,173.00
RB-15	39588	STREET SWEEPER, BROCE RJ350	051-770-5505	5/8/2002	\$28,101.00
RB-16	44130	2006 CAT 140H MOTORGRADER	0512-770-5505	4/30/2006	\$184,950.00
I.T					
AB-01	49711	LENOVO TINY DESK, SERIAL #MJ02BSQ6	001-110-5199	5/31/2015	\$1,251.08
AB-29	51100	LENOVO M920Q TINY, SERIAL #MJ097F86	001-310-5199	7/17/2019	\$685.00
AB-01	49862	LENOVO E450 LAPTAP, SERIAL #PF09SOYF		9/30/2010	\$1,260.96
AB-22	48500	DELL LATITUDE E5510 SERIAL #G1RR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-16	48501	DELL LATITUDE E5510 SERIAL #H1RR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-23	48503	DELL LATITUDE E5510 SERIAL #F1RR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-29	48504	DELL LATITUDE E5510 SERIAL #22RR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-23	48505	DELL LATITUDE E5510 SERIAL #12RR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-17	48506	DELL LATITUDE E5510 LAPTOP SERIAL #HJWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-17	48508	DELL LATITUDE E5510 LAPTOP SERIAL #1KWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-23	48509	DELL LATITUDE E5510 SERIAL #8JWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-22	48510	DELL LATITUDE E5510 SERIAL #7JWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-17	48511	DELL LATITUDE E5510 SERIAL #CKWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-29	48513	DELL LATITUDE E5510 SERIAL #9KWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-24	48514	DELL LATITUDE E5510 SERIAL #BJWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-24	48516	DELL LATITUDE E5510 SERIAL #CJWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-29	48517	DELL LATITUDE E5510 SERIAL #9JWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-29	48520	DELL LATITUDE E5510 LAPTOP SERIAL #6JWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-16	48521	DELL LATITUDE E5510 LAPTOP SERIAL #6KWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-29	48522	DELL LATITUDE E5510 LAPTOP SERIAL #GJWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-29	48523	DELL LATITUDE E5510 SERIAL # DJWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-29	48524	DELL LATITUDE E5510 LAPTOP SERIAL #3KWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-22	48525	DELL LATITUDE E5510 LAPTOP SERIAL #8KWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-22	48526	DELL LATITUDE E5510 SERIAL #FJWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-29	48527	DELL LATITUDE E5510 SERIAL #4KWR7N1	004-981-5199	9/30/2010	\$1,260.96

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AB-29	48529	DELL LATITUDE E5510 LAPTOP SERIAL #2KWR7N1	004-981-5199	9/30/2010	\$1,260.96
AB-29	48670	DELL LATITUDE E5510 SERIAL # B856ZM1	004-981-5199	12/30/2010	\$1,273.44
AB-24	48674	DELL LATITUDE E5510 SERIAL #C854ZM1	004-981-5199	12/21/2010	\$1,273.44
AB-30	49165	LENOVO M92P TINY SERIAL #MJ362FT	001-311-5199	7/30/2013	\$691.30
AB-29	49195	LENOVO M92P TINY SERIAL #MJ258PP	001-331-5199	7/30/2013	\$691.30
AB-07	49236	LENOVO M92P TINY SERIAL #MJ49X15	001-331-5199	7/30/2013	\$691.30
AB-30	49269	LENOVO M92P TINY SERIAL #MJ360MM	001-331-5199	7/30/2013	\$691.30
AB-29	49278	LENOVO M92P SERAIL #MJ49X01	001-331-5199	7/30/2013	\$691.30
AB-03	49302	LENOVO THINKPAD EDGE E431 SERIAL #PF09VMA	001-331-5199	8/7/2013	\$780.12
AB-29	49303	LENOVO THINKPAD EDGE E431 SERIAL #PF09VXX	001-331-5199	8/7/2013	\$780.12
AB-29	49312	LENOVO THINKPAD EDGE E431 SERIAL #PF09VVB	001-331-5199	8/7/2013	\$780.12
AB-03	49313	LENOVO THINKPAD EDGE E431 SERAIL #PF09VN2	082-120-5199	3/17/2010	\$318.99
AB-17	49323	LENOVO THINKPAD EDGE E431 SERIAL #PF09VX9	001-331-5199	8/7/2013	\$780.12
AB-29	49389	MS SURFACE PRO PLUS 3 SERIAL #022428331153	013-170-5199	0/31/2013	\$1,409.95
AB-12	49484	LENOVO THINKPAD EDGE E431 SERIAL #PF13615	001-310-5199	1/22/2014	\$899.47
AB-30	49611	HP 16TB ABLETERM SERVER SERIAL #42R5702	040-990-5506	9/26/2014	\$16,752.62
AB-20	49641	DELL INSPIRION 23 SERIAL #2P7KTX1	040-990-5199	12/31/2014	\$861.01
AB-25	49642	DELL INSPIRION 23 SERIAL #FL7KTX1	040-990-5199	12/31/2014	\$861.01
AB-25	49644	DELL XPS 27 SERIAL #2JGLTX1	040-990-5199	1/22/2015	\$1,556.80
AB-20	49646	DELL XPS 27 SERIAL #DNJKTX1	040-990-5199	1/22/2015	\$1,556.80
AB-29	49680	LENOVO E440 LAPTOP SERIAL #PF06FWUL	040-990-5199	3/17/2015	\$752.02
AB-29	49681	LENOVO E440 LAPTOP SERIAL #PF06FWUD	040-990-5199	3/17/2015	\$752.02
AB-29	49683	LENOVO E440 LAPTOP SERIAL #PF06FWTL	040-990-5199	3/17/2015	\$752.02
AB-19	49684	LENOVO E440 LAPTOP SERIAL #PF06FSHP	040-990-5199	3/17/2015	\$752.02
AB-29	49685	LENOVO E440 LAPTOP SERIAL #PF06FURP	040-990-5199	3/17/2015	\$752.02
AB-18	49860	LENOVO E450 LAPTAP, SERIAL #PF09S14W		9/30/2010	\$1,260.96
AB-19	49861	LENOVO E450 LAPTOP, SERIAL #PF09S37L		9/30/2010	\$1,260.96
AB-01	49863	LENOVO E450 LAPTOP, SERIAL #PF09SOZ3		9/30/2010	\$1,260.96
AB-14	49864	LENOVO E450 LAPTOP, SERIAL #PF09S369		3/30/2010	\$1,260.96
AB-13	49865	LENOVO E450 LAPTOP, SERIAL #PF09S39T		3/30/2010	\$1,260.96
AB-29	49566	LENOVO E450 LAPTOP, SERIAL #PF09SOZU	001-690-5199	7/9/2014	\$810.50
AB-18	49867	LENOVO E450 LAPTOP, SERIAL #PF09SOZL		9/30/2010	\$1,260.96
AB-08	49868	LENOVO E450 LAPTOP, SERIAL #PF09S13X		9/30/2010	\$1,260.96
AB-08	49870	LENOVO E450 LAPTOP, SERIAL #PF09FCRD		9/30/2010	\$1,260.96
AB-17	49871	LENOVO E450 LAPTOP, SERIAL #PF09S335		9/30/2010	\$1,260.96
AB-12	49872	LENOVO E450 LAPTOP, SERIAL #PF09S14A		9/30/2010	\$1,260.96
AB-14	49873	LENOVO E450 LAPTOP, SERIAL #PF09S15C		9/30/2010	\$1,260.96
AB-13	49874	LENOVO E450 LAPTOP, SERIAL #PF09S380		9/30/2010	\$1,260.96
AB-01	49875	LENOVO E450 LAPTOP, SERIAL #PF09FEVD		9/30/2024	\$1,260.96
AB-03	49876	LENOVO E450 LAPTOP, SERIAL #PF09FET5		9/30/2010	\$1,260.96
AB-18	49877	LENOVO E450 LAPTOP, SERIAL #PF09SOX7		9/30/2010	\$1,260.96
AB-19	49878	LENOVO E450 LAPTOP, SERIAL #PF09S114		9/30/2010	\$1,260.96
AB-19	49879	LENOVO E450 LAPTOP, SERIAL #PF09FK33		9/30/2010	\$1,260.96
AB-03	49880	LENOVO E450 LAPTOP, SERAIL #PF9FCN5		9/30/2010	\$1,260.96
AB-03	50004	LENOVO M93P TINY, SERIAL #MG00HUW4	001-110-5199	12/9/2015	\$1,100.87
AB-31	50200	LENOVO M900, SERIAL #MJ045PCR	001-310-5199	8/4/2016	\$794.74
AB-08	50204	LENOVO M900, SERIAL #MJ045PCQ	001-310-5199	8/4/2016	\$794.74
AB-02	50206	LENOVO M900, SERIAL #MJ045PCL	001-310-5199	8/4/2016	\$794.74
AB-08	50208	LENOVO M900, SERIAL #MJ45PCN	001-310-5199	8/4/2016	\$794.74
AB-29	50270	LENOVO 10FM, SERIAL #MJ04H7B0	013-170-5199	12/7/2016	\$794.74
AB-29	50271	LENOVO 10FM, SERIAL #MJ04HWRN	013-170-5199	12/7/2016	\$794.74
AB-01	50272	LENOVO 10FM, SERIAL #MJ04H7B1	013-170-5199	12/7/2016	\$794.74
AB-06	50278	LENOVO 10FM, SERIAL #MJ04JVR8	013-170-5199	12/7/2016	\$794.74
AB-29	50446	LENOVO M910Q TINY, SERIAL #MJ05FN40	062-437-5199	7/18/2017	\$730.00

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AB-01	50457	LENOVO M910Q, SERIAL #MJ05G2R6	001-310-5199	7/31/2017	\$730.00
AB-31	50470	LENOVO M910Q, SERIAL #MJ05G2PS	001-310-5199	7/31/2017	\$730.00
AB-14	50472	LENOVO M910Q TINY, SERIAL #MJ05G2RZ	001-310-5199	7/31/2017	\$730.00
AB-06	50477	LENOVO M910Q TINY, SERIAL #MJ05G2S1	001-310-5199	7/31/2017	\$730.00
AB-31	50489	LENOVO M910Q TINY, SERIAL #MJ05G2RV	001-310-5199	7/31/2017	\$730.00
AB-30	50494	LENOVO M910Q TINY, SERIAL #MJ05G2QL	001-310-5199	7/31/2017	\$730.00
AB-08	50495	LENOVO M910Q TINY, SERIAL #MJ05G2RN	001-310-5199	7/31/2017	\$730.00
AB-01	50496	LENOVO M910Q TINY, SERIAL #MJ05G2QW	001-310-5199	7/31/2017	\$730.00
AB-30	50497	LENOVO M910Q TINY, SERIAL #MJ05G2PK	001-310-5199	7/31/2017	\$862.00
AB-30	50510	LENOVO M910Q TINY, SERIAL #MJ05G2PH	001-310-5199	7/31/2017	\$862.00
AB-01	50515	LENOVO M910Q TINY, SERIAL #MJ05G2RU	001-310-5199	7/31/2017	\$862.00
AB-29	50517	LENOVO M910Q TINY, SERIAL #MJ05G2RY	001-310-5199	7/31/2017	\$862.00
AB-30	50520	LENOVO M910Q TINY, SERIAL #MJ05G2Q6	001-310-5199	7/31/2017	\$862.00
AB-03	50522	LENOVO M910Q TINY, SERIAL #MJ05G2QA	001-310-5199	7/31/2017	\$862.00
AB-29	50523	LENOVO M910Q TINY, SERIAL #MJ05G2S5	001-310-5199	7/31/2017	\$862.00
AB-08	50531	LENOVO M910Q TINY, SERIAL #MJ05G2SC	001-310-5199	7/31/2017	\$862.00
AB-01	50536	LENOVO M910Q TINY, SERIAL #MJ05G2PN	001-310-5199	7/31/2017	\$862.00
AB-02	50540	LENOVO M910Q, SERIAL #MJ05G2Q1	001-310-5199	7/31/2017	\$862.00
AB-29	50603	LENOVO M910Q TINY, SERIAL # MJ06V4WY	057-440-5199	10/9/2018	\$900.00
AB-30	50607	LENOVO M910Q TINY, SERIAL #MJ06V4WU	057-440-5199	10/9/2018	\$900.00
AB-02	50613	LENOVO M910Q TINY, SERIAL #MJ06V3WC	001-310-5199	6/26/2018	\$900.00
AB-06	50623	LENOVO M910Q TINY, SERIAL #MJ06VEVY	001-310-5199	6/26/2018	\$900.00
AB-30	50627	LENOVO M910Q, SERIAL #MJ06V3VQ	001-310-5199	6/26/2018	\$900.00
AB-11	50628	LENOVO M910Q, SERIAL #MJ06V3WF	001-310-5199	6/26/2018	\$900.00
AB-07	50629	LENOVO M910Q, SERIAL #MJ06V3X1	001-310-5199	6/26/2018	\$900.00
AB-11	50633	LENOVO M910Q TINY, SERIAL #MJ06V3WN	001-310-5199	6/26/2018	\$900.00
AB-29	50639	LENOVO THINKCENTER M910Q, SERIAL #MJ06V3X5	001-310-5199	6/26/2018	\$900.00
AB-30	50643	LENOVO M910Q, SERIAL #MJ06V3X3	001-310-5199	6/26/2018	\$900.00
AB-03	50644	LENOVO M910Q, SERIAL #MJ06V3X6	001-310-5199	6/26/2018	\$900.00
AB-30	50647	LENOVO M910Q, SERIAL #MJ06V3WM	001-310-5199	6/26/2018	\$900.00
AB-30	50648	LENOVO M910Q, SERIAL #MJ06V3W1	001-310-5199	6/26/2018	\$900.00
AB-01	50650	LENOVO M910Q, SERIAL #MJ06V3VL	001-310-5199	6/26/2018	\$900.00
AB-29	50657	LENOVO M910Q, SERIAL #MJ06V3VZ	001-310-5199	6/26/2018	\$900.00
AB-12	50665	LENOVO M910Q, SERIAL #MJ06V3VH	001-310-5199	6/26/2018	\$900.00
AB-29	50668	LENOVO M910Q, SERIAL #MJ06V3WR	001-310-5199	6/26/2018	\$900.00
AB-12	50669	LENOVO M910Q, SERIAL #MJ06V3WQ	001-310-5199	6/26/2018	\$900.00
AB-29	50674	LENOVO M910Q, SERIAL #MJ06V3VT	001-310-5199	6/26/2018	\$900.00
AB-29	50675	LENOVO M910Q, SERIAL #MJ06V3VV	001-310-5199	6/26/2018	\$900.00
AB-29	50681	LENOVO M910T, SERIAL # MJ06VAAA	001-120-5199	6/26/2018	\$990.00
AB-31	50684	LENOVO M910T, SERIAL # MJ06VAA7	001-120-5199	6/26/2018	\$990.00
AB-29	50758	LENOVO M710Q TINY, SERIAL #MJ07E9DR	018-200-5199	2/21/2019	\$840.96
AB-03	50759	LENOVO M710Q TINY, SERIAL # MJ07E9DV	018-200-5199	2/21/2019	\$840.96
AB-16	50916	MICROSOFT SURFACE PRO 5, SERIAL #033582781753	011-100-5199	4/27/2018	\$1,609.44
AB-02	51005	LENOVO M920Q TINY, SERIAL #MJ097F9S	001-310-5199	7/17/2019	\$685.00
AB-08	51012	LENOVO M920Q TINY, SERIAL #MJ097F7Z	001-310-5199	7/17/2019	\$685.00
AB-08	51020	LENOVO M920Q TINY, SERIAL #MJ097F9D	001-310-5199	7/17/2019	\$685.00
AB-29	51030	LENOVO M920Q TINY, SERIAL #MJ097FA3	001-310-5199	7/17/2019	\$685.00
AB-29	51031	LENOVO M920Q TINY, SERIAL #MJ097F8N	001-310-5199	7/17/2019	\$685.00
AB-29	51032	LENOVO M920Q TINY, SERIAL #MJ097FA9	001-310-5199	7/17/2019	\$685.00
AB-02	51034	LENOVO M920Q TINY, SERIAL #MJ097F82	001-310-5199	7/17/2019	\$685.00
AB-31	51035	LENOVO M920Q TINY, SERIAL #MJ097F9M	001-310-5199	7/17/2019	\$685.00
AB-29	51036	LENOVO M920Q TINY, SERIAL #MJ097FAB	001-310-5199	7/17/2019	\$685.00
AB-03	51037	LENOVO M920Q TINY, SERIAL #MJ097F7D	001-310-5199	7/17/2019	\$685.00
AB-01	51038	LENOVO M920Q TINY, SERIAL #MJ097FAC	001-310-5199	7/17/2019	\$685.00

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AB-08	51039	LENOVO M920Q TINY, SERIAL #MJ097F75	001-310-5199	7/17/2019	\$685.00
AB-29	51040	LENOVO M920Q TINY, SERIAL #MJ097F9W	001-310-5199	7/17/2019	\$685.00
AB-30	51041	LENOVO M920Q TINY, SERIAL #MJ097F87	001-310-5199	7/17/2019	\$685.00
AB-01	51042	LENOVO M920Q TINY, SERIAL #MJ097F7X	001-310-5199	7/17/2019	\$685.00
AB-07	51043	LENOVO M920Q TINY, SERIAL #MJ097F9R	001-310-5199	7/17/2019	\$685.00
AB-13	51044	LENOVO M920Q TINY, SERIAL #MJ097F9G	001-310-5199	7/17/2019	\$685.00
AB-02	51045	LENOVO M920Q TINY, SERIAL #MJ097F7S	001-310-5199	7/17/2019	\$685.00
AB-29	51046	LENOVO M920Q TINY, SERIAL #MJ097F7Y	001-310-5199	7/17/2019	\$685.00
AB-30	51047	LENOVO M920Q TINY, SERIAL #MJ097FT	001-310-5199	7/17/2019	\$685.00
AB-31	51048	LENOVO M920Q TINY, SERIAL #MJ097FA5	001-310-5199	7/17/2019	\$685.00
AB-03	51049	LENOVO M920Q TINY, SERIAL #MJ097F8J	001-310-5199	7/17/2019	\$685.00
AB-29	51050	LENOVO M920Q TINY, SERIAL #MJ097F7M	001-310-5199	7/17/2019	\$685.00
AB-06	51051	LENOVO M920Q TINY, SERIAL #MJ097F8B	001-310-5199	7/17/2019	\$685.00
AB-30	51052	LENOVO M920Q TINY, SERIAL #MJ097F9Q	001-310-5199	7/17/2019	\$685.00
AB-29	51053	LENOVO M920Q TINY, SERIAL #MJ097F8T	001-110-5199	2/16/2016	\$881.20
AB-06	51054	LENOVO M920Q TINY, SERIAL #MJ097F80	001-310-5199	7/17/2019	\$685.00
AB-06	51055	LENOVO M920Q TINY, SERIAL #MJ097F90	001-310-5199	7/17/2019	\$685.00
AB-30	51056	LENOVO M920Q TINY, SERIAL #MJ097F8Z	001-310-5199	7/17/2019	\$685.00
AB-30	51057	LENOVO M920Q TINY, SERIAL #MJ097F70	001-310-5199	7/17/2019	\$685.00
AB-31	51058	LENOVO M920Q TINY, SERIAL #MJ097F8H	001-310-5199	7/17/2019	\$685.00
AB-30	51059	LENOVO M920Q TINY, SERIAL #MJ097F88	001-310-5199	7/17/2019	\$685.00
AB-13	51060	LENOVO M920Q TINY, SERIAL #MJ097F8K	001-310-5199	7/17/2019	\$685.00
AB-30	51062	LENOVO M920Q TINY, SERIAL #MJ097F7R	001-310-5199	7/17/2019	\$685.00
AB-29	51063	LENOVO M920Q TINY, SERIAL #MJ097FA4	001-310-5199	7/17/2019	\$685.00
AB-31	51067	LENOVO M920Q TINY, SERIAL #MJ097JWH	001-310-5199	7/17/2019	\$685.00
AB-01	51072	LENOVO M920Q TINY, SERIAL #MJ097F74	001-310-5199	7/17/2019	\$685.00
AB-03	51073	LENOVO M920Q TINY, SERIAL #MJ097JWG	001-310-5199	7/17/2019	\$685.00
AB-13	51074	LENOVO M920Q TINY, SERIAL #MJ097F7A	001-310-5199	7/17/2019	\$685.00
AB-03	51075	LENOVO M920Q TINY, SERIAL #MJ097F7K	001-310-5199	7/17/2019	\$685.00
AB-29	51076	LENOVO M920Q TINY, SERIAL #MJ097F7C	001-310-5199	7/17/2019	\$685.00
AB-30	51077	LENOVO M920Q TINY, SERIAL #MJ097F7G	001-310-5199	7/17/2019	\$685.00
AB-03	51078	LENOVO M920Q TINY, SERIAL #MJ097F9P	001-310-5199	7/17/2019	\$685.00
AB-31	51079	LENOVO M920Q TINY, SERIAL #MJ097FA1	001-310-5199	7/17/2019	\$685.00
AB-13	51083	LENOVO M920Q TINY, SERIAL #MJ097F8G	001-310-5199	7/17/2019	\$685.00
AB-01	51088	LENOVO M920Q TINY, SERIAL #MJ097F95	001-310-5199	7/17/2019	\$685.00
AB-29	51096	LENOVO M920Q TINY, SERIAL #MJ097F93	001-310-5199	7/17/2019	\$685.00
AB-08	51097	LENOVO M920Q TINY, SERIAL #MJ097F8V	001-310-5199	7/17/2019	\$685.00
AB-01	51098	LENOVO M920Q TINY, SERIAL #MJ097F9A	001-310-5199	7/17/2019	\$685.00
AB-30	51099	LENOVO M920Q TINY, SERIAL #MJ097F9B	001-310-5199	7/17/2019	\$685.00
AB-07	51101	LENOVO M920Q TINY, SERIAL #MJ097F79	001-310-5199	7/17/2019	\$685.00
AB-29	51102	LENOVO M920Q TINY, SERIAL #MJ097F9L	001-310-5199	7/17/2019	\$685.00
AB-29	51103	LENOVO M920Q TINY, SERIAL #MJ097F9C	001-310-5199	7/17/2019	\$685.00
AB-11	51104	LENOVO M920Q TINY, SERIAL #MJ097F8Q	001-310-5199	7/17/2019	\$685.00
AB-30	51114	LENOVO M920Q, SERIAL #MJ097F7H	001-310-5199	7/17/2019	\$685.00
AB-31	51115	LENOVO M910T TOWER, SERIAL #MJ096GL3	001-310-5199	7/17/2019	\$830.00
AB-29	51117	LENOVO M910T TOWER, SERIAL #MJ096GL0	001-310-5199	7/17/2019	\$830.00
AB-30	51119	LENOVO M910T TOWER, SERIAL #MJ096GKN	001-310-5199	7/17/2019	\$830.00
AB-30	51121	LENOVO M910T TOWER, SERIAL #MJ096GKR	001-310-5199	7/17/2019	\$830.00
AB-30	51122	LENOVO M910T TOWER, SERIAL #MJ096GKZ	001-310-5199	7/17/2019	\$830.00
AB-29	51126	LENOVO M910T TOWER, SERIAL #MJ096GKV	001-310-5199	7/17/2019	\$830.00
AB-30	51127	LENOVO M910T TOWER, SERIAL #MJ096GKQ	001-310-5199	7/17/2019	\$830.00
AB-29	51129	LENOVO M910T TOWER, SERIAL #MJ096GG4	001-310-5199	7/17/2019	\$830.00
AB-01	51241	LENOVO 920Q, SERIAL # MJ0C5MNF	001-310-5199	5/8/2020	\$715.00
AB-08	51242	LENOVO 920Q, SERIAL #MJ0C5MNO	001-310-5199	5/8/2020	\$715.00

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AB-14	51244	LENOVO 920Q TINY, SERIAL #MJ0C5MMN	001-310-5199	5/8/2020	\$715.00
AB-03	51245	LENOVO 920Q TINY, SERIAL #MJ0C5MPX	001-310-5199	5/8/2020	\$715.00
AB-29	51247	LENOVO 920Q TINY, SERIAL #MJ0C5MNR	001-310-5199	5/8/2020	\$715.00
AB-07	51248	LENOVO 920Q TINY, SERIAL #MJ0C5MP4	001-310-5199	5/8/2020	\$715.00
AB-02	51251	LENOVO 920Q TINY, SERIAL #MJ0C5MMF	001-310-5199	5/8/2020	\$715.00
AB-07	51252	LENOVO 920Q TINY, SERIAL #MJ0C5MPL	001-310-5199	5/8/2020	\$715.00
AB-14	51256	LENOVO 920Q TINY, SERIAL #MJ0C5MR6	001-310-5199	5/8/2020	\$715
AB-29	51257	LENOVO 920Q TINY, SERIAL #MJ0C5MM7	001-310-5199	5/8/2020	\$715.00
AB-13	51258	LENOVO 920Q TINY, SERIAL #MJ0C5MMS	001-310-5199	5/8/2020	\$715.00
AB-30	51260	LENOVO 920Q TINY, SERIAL #MJ0C5MMV	001-310-5199	5/8/2020	\$715.00
AB-30	51262	LENOVO 920Q TINY, SERIAL #MJ0C5MQ8	001-310-5199	5/8/2020	\$715.00
AB-29	51263	LENOVO 920Q TINY, SERIAL #MJ0C5ML1	001-310-5199	5/8/2020	\$715.00
AB-29	51265	LENOVO 920Q TINY, SERIAL #MJ0C5MME	001-310-5199	5/8/2020	\$715.00
AB-29	51269	LENOVO 920Q TINY, SERIAL #MJ0C5MM9	001-310-5199	5/8/2020	\$715.00
AB-29	51270	LENOVO 920Q TINY, SERIAL #MJ0C5MNJ	001-310-5199	5/8/2020	\$715.00
AB-29	51271	LENOVO 920Q TINY, SERIAL #MJ0C5MQE	001-310-5199	5/8/2020	\$715.00
AB-29	51272	LENOVO 920Q TINY, SERIAL #MJ0C5MMG	001-310-5199	5/8/2020	\$715.00
AB-29	51273	LENOVO 920Q TINY, SERIAL #MJ0C5MQB	001-310-5199	5/8/2020	\$715.00
AB-31	51274	LENOVO 920Q TINY, SERIAL #MJ0C5MQ0	001-310-5199	5/8/2020	\$715.00
AB-29	51275	LENOVO 920Q TINY, SERIAL #MJ0C5MP8	001-310-5199	5/8/2020	\$715.00
AB-31	51277	LENOVO 920Q TINY, SERIAL #MJ0C5MRJ	001-310-5199	5/8/2020	\$715.00
AB-29	51278	LENOVO 920Q TINY, SERIAL #MJ0C5MP2	001-310-5199	5/8/2020	\$715.00
AB-31	51279	LENOVO 920Q TINY, SERIAL #MJ0C5MNH	001-310-5199	5/8/2020	\$715.00
AB-29	51280	LENOVO 920Q TINY, SERIAL #MJ0C5MRL	001-310-5199	5/8/2020	\$715.00
AB-31	51281	LENOVO 920Q , SERIAL #MJ0C5MRN	001-310-5199	5/8/2020	\$715.00
AB-29	51282	LENOVO 920Q TINY, SERIAL #MJ0C5MP1	001-310-5199	5/8/2020	\$715.00
AB-29	51283	LENOVO 920Q TINY, SERIAL #MJ0C5MLP	001-310-5199	5/8/2020	\$715.00
AB-29	51284	LENOVO 920Q TINY, SERIAL #MJ0C5MPA	001-310-5199	5/8/2020	\$715.00
AB-29	51285	LENOVO 920Q TINY, SERIAL #MJ0C5MR7	001-310-5199	5/8/2020	\$715.00
AB-29	51286	LENOVO 920Q TINY, SERIAL #MJ0C5MR9	001-310-5199	5/8/2020	\$715.00
AB-29	51287	LENOVO 920Q TINY, SERIAL #MJ0C5MRO	001-310-5199	5/8/2020	\$715.00
AB-29	51288	LENOVO 920Q TINY, SERIAL #MJ0C5MN5	001-310-5199	5/8/2020	\$715.00
AB-29	51289	LENOVO 920Q TINY, SERIAL #MJ0C5ML6	001-310-5199	5/8/2020	\$715.00
AB-29	51290	LENOVO 920Q TINY, SERIAL #MJ0C5MQL	001-310-5199	5/8/2020	\$715.00
AB-29	51291	LENOVO 920Q TINY, SERIAL #MJ0C5MMQ	001-310-5199	5/8/2020	\$715.00
AB-31	51292	LENOVO 920Q TINY, SERIAL #MJ0C5MMX	001-310-5199	5/8/2020	\$715.00
AB-29	51293	LENOVO 920Q TINY, SERIAL #MJ0C5MQK	001-310-5199	5/8/2020	\$715.00
AB-29	51294	LENOVO 920Q TINY, SERIAL #MJ0C5MQV	001-310-5199	5/8/2020	\$715.00
AB-29	51295	LENOVO 920Q TINY, SERIAL #MJ0C5MQT	001-310-5199	5/8/2020	\$715.00
AB-29	51296	LENOVO 920Q TINY, SERIAL #MJ0C5MRB	001-310-5199	5/8/2020	\$715.00
AB-29	51297	LENOVO 920Q TINY, SERIAL #MJ0C5MRZ	001-310-5199	5/8/2020	\$715.00
AB-31	51298	LENOVO 920Q TINY, SERIAL #MJ0C5MQJ	001-310-5199	5/8/2020	\$715.00
AB-31	51299	LENOVO 920Q TINY, SERIAL #MJ0C5MR4	001-310-5199	5/8/2020	\$715.00
AB-01	51300	LENOVO 920Q TINY, SERIAL #MJ0C5MQQ	001-310-5199	5/11/2020	\$715.00
AB-31	51302	LENOVO 920Q TINY, SERIAL #MJ0C5MLH	001-310-5199	5/11/2020	\$715.00
AB-29	51308	LENOVO 920Q TINY, SERIAL #MJ0C5MNG	001-310-5199	5/11/2020	\$715.00
AB-29	51402	LENOVO 920Q TINY, SERIAL #MJ0C5MPN	001-310-5199	5/12/2020	\$830.00
AB-31	51472	LENOVO M920T, SERIAL # MJ0C47JQ	001-310-5199	5/12/2020	\$830.00
AB-31	51473	LENOVO M920T, SERIAL #MJ0C4ZJF	001-310-5199	5/12/2020	\$830.00
AB-30	51476	LENOVO M920T, SERIAL #MJ0CAZJC	001-310-5199	5/12/2020	\$830.00
AB-29	51494	LENOVO M920T, SERIAL #MJ0C4ZJ0	001-310-5199	5/12/2020	\$830.00
AB-29	51495	LENOVO M920T, SERIAL #MJ0C4ZHS	001-310-5199	5/12/2020	\$830.00
AB-08	51529	LENOVO M920Q , SERIAL #MJ0D1Z9N	001-060-5199	8/31/2020	\$865.00
AB-08	51685	LENOVO M920Q TINY, SERIAL #MJ0DFHHV	001-310-5199	10/30/2020	\$715.00

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AB-30	51696	LENOVO M920Q, SERIAL #MJ0DFHHC	001-310-5199	10/30/2020	\$715.00
AB-29	51816	HP ENVY X360M LAPTOP, SERIAL #CND0474NWZ	001-310-5199	1/29/2021	\$599.99
AB-02	50600	LENOVO M910Q, SERIAL #MJ06V4WV	057-440-5199	10/9/2018	\$900.00
AB-12	51637	LENOVO M920Q TINY, SERIAL #MJ0DFHF7	001-310-5199	10/30/2020	\$715.00
AB-31	60009	LENOVO M920Q TINY, SERIAL #MJ0C99YB	008-310-5199	7/31/2020	\$1,545.00
AB-27	60015	LENOVO M920Q TINY, SERIAL #MJ0BTVQQ	008-310-5199	7/31/2020	\$1,545.00
AB-28	50386	MICROSOFT SURFACE PRO, SERAIL #011929672753	018-200-5199	11/30/2017	\$1,661.69
AB-14	50914	LENOVO THINKPAD L490, SERIAL #PF1RW0E1	018-200-5199	8/12/2019	\$952.00
AB-28	50712	MICROSOFT SURFACE PRO4, SERIAL #038638765153	002-810-5199	7/31/2017	\$1,523.55
AB-16	50926	MICROSOFT SURFACE PRO6, SERIAL #025392792453	001-310-5199	8/21/2019	\$2,226.00
AB-31	51729	LENOVO M920Q, SERIAL #MJ0DFHEH	001-310-5199	10/30/2020	\$715.00
AB-27	60020	LENOVO M920Q, SERAIL #MJ0BGVFA	008-310-5199	7/31/2020	\$1,545.00
AB-31	50502	LENOVO TINY DESKTOP, SERIAL #MJ05G2QM	001-310-5199	7/31/2020	\$862.00
AB-27	50521	LENOVO TINY DESKTOP, SERIAL #MJ05G2Q2	001-310-5199	7/31/2017	\$862.00
AB-27	51656	LENVOVO TINY DESKTOP, SERIAL #MJ0DFHJM	001-310-5199	10/30/2020	\$715.00
AB-27	51655	LENOVO M920Q, SERIAL #MJ0DFHK0	001-310-5199	10/30/2020	\$715.00
AB-31	49273	LENOVO M92P, SERIAL #MJ501ZG	001-311-5199	7/30/2013	\$691.30
AB-31	50480	LENOVO TINY DESKTOP, SERIAL #MJ05G2Q4	001-310-5199	7/31/2017	\$730.00
AB-29	51654	LENOVO M920Q, SERIAL #MJ0DFHHD	001-310-5199	10/30/2020	\$715.00
AB-30	51478	LENOVO THINKCENTER M920T, SERAIL #MJ0C4ZJE	001-310-5199	5/12/2020	\$830.00
AB-11	51089	LENOVO M920Q, SERAIL #MJ097F93	001-310-5199	7/17/2019	\$685.00
AB-12	51637	LENOVO M920Q, SERIAL #MJ0DFHF7	001-310-5199	10/30/2020	\$715.00
AB-01	49866	LENOVO E450 LAPTOP, SERIAL #PF09502U		9/30/2010	\$1,260.96
AB-01	50651	THINKCENTER, SERIAL# MJ06V3WG	001-310-5199	3/8/2022	\$900.00
AB-26		NETWORK RACK			
AB-30		IBM SYSTEM STORAGE, SERIAL #78L3332			
AB-30		NETGEAR PROSAFE24 SWITCH S/N 2MN11C5201AE6			
AB-31		SWITCH, SERIAL #CN27F5Z02K			
AB-31		SWITCH, SERIAL #CN27F5Z00H			
AB-31		DELL KBM, SERAIL #DBPPRC1			
AB-30		APC UPS, SERIAL #AS2424351187			
AB-30		APC UPS, SERIAL #A2424351188			
AB-31		DELL POWER EDGE, SERIAL #BZ5NMJ1			
AB-31		DELL POWER EDGE, SERIAL #CZ5NMJ1			
AB-31		DELL POWER EDGE, SERIAL #DZ5NMJ1			
AB-31		DELL POWER EDGE, SERIAL #9Z5NMJ1			
AB-31		DELL POWER EDGE, SERIAL #FTWLMJ1			
AB-28		FUJITSU FI-7160 SCANNER S/N A36DH38088			
AB-30		FUJITSU FI-7160 SCANNER S/N A36DH83494			
AB-28		ZEBRA LABEL PRINTER GK420T S/N 29J152802273			
AB-31		HP A5500 SWITCH, SERAIL #CN33B9S03V			
AB-31		HP A5120 SWITCH, SERIAL #CN26F5Z0CJ			
AB-31		HP A5120 SWITCH, SERIAL #CN26BYR0QF			
AB-31		HP A5500 SWITCH, SERAIL #CN20F620JT			
AB-31		DEL L VAULT TL2000 SERVICE TAG 242D0D1			
AB-31		XL MERIDIAN DATA INC			
AB-31		DELL SERVER, SERAIL, AZCW4450264			
AB-31		IBM 7332 220 MS733210B0253			
AB-29		IBM 3151 TERMINAL, SERAIL #88-HYFZ6			
AB-31		IBM 7206 220 MS720610M5297			
AB-31		HP A5500JG SWITCH, SERIAL #CN26F62018			
AB-31		HP A512U SWITCH, SERIAL #CN41F5Z167			
AB-31		APC UPS, SERIAL #SMT1500R2X180			
AB-27		DELL AX510 MONITOR CN-0TYXD9-74445-07A-BFYS			

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AB-27		DELL AX510 MONITOR CN-0TYXD9-74445-07A-BFWS			
AB-28		LENOVO T23I-10, SERIAL V305HL2F			
AB-28		DELL MONITOR, SERIAL # CN0TYXD9744507ABG3S			
AB-30		HP A5500 SWITCH, SERIAL CN26F62020			
AB-30		HP A5120 SWITCH, SERIAL CN26F5Z0CD			
AB-30		HP A5500 SWITCH, SERIAL CN38F630V4			
AB-01		DELL LATITUDE ESS40 LAPTOP, SERIAL #B77PTZ1			
AB-31		DELL POWEREDGE 1950, SERIAL #F25NMJ1			
AB-31		DELL SERVER, SERIAL # 5HL10L1			
<b>SHERIFFS OFFICE</b>					
AB-22	44392	MOTOROLA XTL 1500 RADIO, #726THC0381	051-770-5199	12/31/2007	\$1,915.25
AB-23	44397	MOTOROLA XTL 1500 RADIO,	051-770-5199	12/31/2007	\$1,915.25
AB-23	44400	MOTOROLA XTL 1500 RADIO, #726THE1725	051-770-5199	12/31/2007	\$1,915.25
AB-23	44469	MOTOROLA XTL 1500 RADIO, #726THW0044	001-360-5199	1/31/2008	\$1,915.25
AB-23	44634	MOTOROLA XTL 1500 RADIO #726CLZ0397	051-770-5199	12/31/2010	\$1,784.00
AB-22	44635	MOTOROLA XTL 1500 RADIO, #726CLZ0398	051-770-5199	12/31/2010	\$1,784.00
AB-23	44689	MOTOROLA XTL 1500 RADIO, #726CMZ0579	013-170-5199	2/23/2012	\$1,390.25
AB-22	48811	MOTOROLA XTL 1500 RADIO,	DONATION	5/25/2017	\$2,052.35
AB-23	50264	MOTOROLA XTL 1500 RADIO,	DONATION	7/1/2013	\$2,052.35
AB-22	48815	MOTOROLA XTL 1500 RADIO,	DONATION	12/30/2016	\$2,052.32
AB-22	44391	MOTOROLA XTL 1500 RADIO,	051-770-5199	12/31/2007	\$1,915.25
AB-23	44398	MOTOROLA XTL 1500 RADIO,	051-770-5199	12/31/2007	\$1,915.25
AB-23	44573	MOTOROLA XTL 1500 RADIO,	051-770-5199	1/31/2010	\$1,950.00
AB-23	44396	MOTOROLA XTL 1500 RADIO,	051-770-5199	12/31/2007	\$1,915.25
AB-23	48810	MOTOROLA XTL 1500 RADIO,	040-990-5199	7/1/2013	\$2,052.32
AB-22	44470	MOTOROLA XTL 1500 RADIO,	001-360-5199	1/31/2008	\$1,915.23
AB-23	50263	MOTOROLA XTL 1500 RADIO,	DONATION	7/1/2013	\$2,052.35
AB-22		MOTOROLA XTL 1500 RADIO, S/N #775TGE1967			
AB-23		MOTOROLA XTL 2500 RADIO, S/N #446CVH0492			
AB-23	44466	MOTOROLA XTL 1500 RADIO,	001-360-5199	1/31/2008	\$1,915.25
AB-18	47729	DELL OPTIPLEX 755 S/N #BXMKPH1	011-360-5199	11/19/2008	\$1,287.90
RB-20	49434	2013 POLICE PACKAGE, IMPALA	051-770-5505	9/30/2013	\$25,749.33
RB-06	44994	CAR, 2013 CHEVROLET CAPRICE	083-360-5505	4/17/2013	\$29,788.00
RB-07	39600	2002 FORD F1 50 EXTENDED CAB	089-410-5505	8/7/2002	\$16,372.00
RB-08	49607	CAR, 2014 CHEVROLET IMPALA, SILVER	051-770-5505	6/18/2014	\$20,445.00
RB-09	49433	CAR, 2013 CHEVROLET IMPALA	051-770-5505	9/30/2013	\$25,743.33
RB-10	49602	CAR, 2014 CHEVROLET IMPALA, SILVER	051-770-5505	6/18/2014	\$20,445.00
RB-11	44627	CAR, 2011 IMPALA	051-770-5505	2/24/2011	\$20,186.00
RB-12	51558	TAHOE, 2020 CHEVROLET, SILVER	051-770-5505	8/31/2020	\$45,190.00
RB-13	50686	TAHOE, 2018 CHEVROLET	051-770-5505	2/6/2018	\$32,060.00
RB-18	49935	TRUCK, 2008 FORD	DONATION	2/4/2016	\$10,000.00
RB-14	49601	CAR, 2014 CHEVROLET IMPALA, GREY	051/770-5505	6/18/2014	\$20,445.00
RB-17	N-A	2015 CHRYSLER (SEIZED)			
<b>CRIME PREVENTION</b>					
AB-24	27634	GRAY 4 DRAWER FILING CABINET	001-360-5504	7/9/1982	\$285.60
AB-08		GRAY 4 DRAWER FILING CABINET W/LOCK			
AB-07		TAN 4 DRAWER FILING CABINET W/LOCK			
<b>CEMETERY</b>					
RB-33	44615	SCAG 62 MOWER	051-770-5505	11/30/2010	\$9,071.00
<b>COURT HOUSE FOYER</b>					
AB-30	Z0587	BROWN PLASTIC/METAL CHAIR			

## JULY 2025 AUCTION

AB-29		BROWN LEATHER ROLLING CHAIR			
AB-25		GRAY CLOTH OFFICE CHAIR			
AB-29		BLACK LEATHER CHAIR			
AB-11		OAK WOOD WIDE DESK			
AB-30		BLUE ROLLING CHAIR			
AB-12		BROWN DESK W/CABINETS			
AB-13		TALL BLACK METAL SHELF			
MEDICAL EXAMINER					
AB-10	40136	ROLLING T.V CART	070-180-5507	12/22/1999	\$502.89
AB-10		SHARP COLOR TELEVISION 25"			
AB-10		PANASONIC DVD RECORDER/PLAYER			
AB-16		SING-A-LONG KARAOKE/ CD PLAYER/CASSETTE			
AB-10		TOSHIBA VCR			
AB-23		METAL DESK W/RIGHT SIDE RETURN - BROWN			
AB-10		MAGNOVOX DVD CONVERTER			
COLISEUM					
RB-19	44984	SWEEPER TRUCK, TYMCO MODEL 210	040-990-5505	3/20/2013	\$97,780.00
DA					
RB-05	49577	CAR, 2014 CHEVROLET IMPALA, BLACK	013-170-5505	6/27/2014	\$20,578.34



Ector County  
1010 E. 8th Street  
Odessa, Texas 79761

2025-IFB-090

## HOUSEKEEPING SUPPLIES II

**Ector County requests that Respondents use the OpenGov software**  
**<https://www.co.ector.tx.us/page/ector.opengovbidsandproposals> in order to submit your**  
**response.**

However, the County will accept hard copies of responses.  
All sealed bids should be received by the Ector County Purchasing Agent, Attn: Lucy Soto 1010 E. 8<sup>th</sup> Street, Odessa, TX 79761 prior to the response deadline. If a Respondent chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "HOUSEKEEPING SUPPLIES II." The Respondent's firm name shall appear on the outside of the envelope.

See attached bid specifications and conditions

**ECTOR COUNTY COMMISSIONERS COURT RESERVES THE RIGHT TO ACCEPT ANY**  
**QUALIFIED BID OR REJECT ANY OR ALL BIDS**

The mission of Ector County is to provide quality public service to its citizens in a timely, efficient and courteous manner. Ector County strives to accomplish this objective while maintaining fiscal responsibility and governmental accountability to safeguard the public trust.

The County of Ector does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.

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**2025-IFB-090**

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Attachments:

A - BID FORM

EC BLDG MAINT SUPPLY USAGE 23-24

housekeeping\_supplies-2025-04-29-15-59-07

**The information contained in this document does not, and is not intended to, constitute legal advice; instead, all information, content, and materials contained in this document are for general informational purposes only. The information herein may not constitute the most up-to-date legal or other information. No reader, or user of this document should act or refrain from acting on the basis of information in this document without first seeking legal advice from counsel in the relevant jurisdiction. All liability with respect to actions taken or not taken based on the contents of this document are hereby expressly disclaimed.**

If any of the above items are not included, you should immediately contact the Ector County Purchasing Department located at 1010 E. 8<sup>th</sup> Street, Room 110, Odessa, Texas 79761 in person or by mail, by calling 432-498-4020, or by email at [lucy.soto@ectorcountytexas.gov](mailto:lucy.soto@ectorcountytexas.gov), and request the missing information.

Ector County assumes no responsibility for omissions or duplications because of the arrangement of the bid document's conditions and/or specifications.

## 1. INTRODUCTION

### 1.1. TIMELINE

Specifications approved by Commissioners Court:	July 8, 2025
1st Advertisement:	July 12, 2025
2nd Advertisement:	July 19, 2025
VIRTUAL Pre-Bid Meeting (Non-Mandatory):	July 24, 2025, 2:00pm <a href="https://events.gcc.teams.microsoft.com/event/40d3e79f-3e59-4488-9451-6521fe19702e@1f6cbbel-fc21-4e0e-b5d0-7fd701a3cdcc">https://events.gcc.teams.microsoft.com/event/40d3e79f-3e59-4488-9451-6521fe19702e@1f6cbbel-fc21-4e0e-b5d0-7fd701a3cdcc</a>
Questions Due:	July 30, 2025, 5:00pm
Questions Answered:	August 1, 2025, 5:00pm
Bids Due/Bid Opening:	August 6, 2025, 2:00pm

### 1.2. SUMMARY

The Ector County Commissioners' Court is requesting bids from qualified bidders to furnish and deliver, BUILDING MAINTENANCE HOUSEKEEPING SUPPLIES, in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

### 1.3. OPENGOV

Ector County Purchasing Department has transitioned to OpenGov Procurement for Contractor and Vendor registration, posting, bid submittals, bid receivals, quotes, and proposals for solicitations. Contractors/Vendors are strongly encouraged to register with OpenGov Procurement at <https://procurement.opengov.com/signup> to participate in active solicitations. Registration is 100% free for vendors. To maximize your opportunity please register with OpenGov, so you don't miss any updates.

Should you need technical assistance with OpenGov, the following options are available:

Email: [procurement-support@opengov.com](mailto:procurement-support@opengov.com)

Phone: (855) 680-4747 8AM-8PM Monday-Friday

Web: <https://help.procurement.opengov.com>

#### 1.4. PURCHASING

Any technical questions concerning product specifications and/or document preparation prior to the bid opening date should be directed to, and asked within the eProcurement software OpenGov.

Procurement Contact:

Lucy Soto, Phone (432) 498-4020, Email [lucy.soto@ectorcountytexas.gov](mailto:lucy.soto@ectorcountytexas.gov) and

Dianna Navarrette, Phone (432) 498-4020, Email [dianna.navarrette@ectorcountytexas.gov](mailto:dianna.navarrette@ectorcountytexas.gov).

Department Head:

Lucy Soto CPPO, NIGP-CPP, CPPB

Purchasing Agent

Email: [lucy.soto@ectorcountytexas.gov](mailto:lucy.soto@ectorcountytexas.gov)

Phone: (432) 498-4020

## 2. **GENERAL CONDITIONS**

The Commissioner's Court of Ector County is requesting bids from qualified bidders to furnish and deliver Building Maintenance HOUSEKEEPING SUPPLIES II, in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

### 2.1. PURPOSE

The purpose of these specifications are to provide sufficient information to allow bidders the opportunity to submit a bid on the requirements for HOUSEKEEPING SUPPLIES II.

### 2.2. BID INSTRUCTIONS

- A. A complete bid consists of the return of the Request for Bid (BID), signed by an authorized official, attachments, certifications, enclosures herein, properly and legibly executed, and responses to the technical section.
- B. **Addendum:** Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Ector County Purchasing Department. Addenda will issued through the eProcurement Portal.
- C. It is understood that Ector County reserves the right to accept or reject any/or all bids and to waive any technicalities as it shall deem to be in the best interest of Ector County. Receipt of any bid shall under no circumstances obligate Ector County to accept the lowest offer.
- D. **Late Bids:** Bids received in the Ector County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Ector County is not responsible for unmarked bids; bids delivered to the wrong location, lateness of mail, carrier, etc., and time/date stamp clock in the Purchasing Office shall be the official time of receipt.

- E. **Deadline Extensions:** Ector County reserves the right to make a judgment call to extend any deadline. All deadline extensions will be posted as an addendum on the Ector County Purchasing Website. If there is an unforeseen event causing the County to close for business or delay opening, the submission deadline may be extended. If the unforeseen event causes delays in carrier service operation, the County may issue an addendum to extend the deadline.
- F. **Altering Bids:** Bids cannot be altered or amended after bid closing. Any alteration or erasure made before bid closing time must be initialed by signer of the bid, guaranteeing authenticity. After the due date, bids become the property of Ector County.
- G. No oral, no emails or facsimile bids will be considered.
- H. A bid may not be withdrawn for a period of ninety (90) days after bid closing and bidders so agree upon submittal of their bid.
- I. **Opening of Bids:** Bids will be received and publicly opened at the location, date and time stated in the Timeline. Bidders, their representatives, and interested persons may be present.
- J. **Confidentiality:** All information disclosed by Ector County to the successful bidder for the purpose of the work to be done or information that comes to the attention of the successful bidder during the course of performing such work is to be kept strictly confidential. **Trade secrets and such confidential information contained in the bid and identified as such by the bidder shall not be disclosed at any time, unless required by law.**
- K. **Preparation of Response to Bids:** Bidders are required to submit a complete solicitation response that satisfies all the requirements. Each bid is required to address, with a written response, each requirement in all sections of the bid and in the same format and sequence as the details presented in this document. Any bid not conforming to the specifications may be rejected.
- L. **Contract:** This bid and submitted documents, when approved and accepted by the Commissioners Court of Ector County, shall constitute a contract equally binding between the successful bidder and Ector County. No different additional terms will become part of this contract with the exception of Change Order.
- M. **Change Order:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions, or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the Purchasing Agent of Ector County.
- N. The fact that a manufacturer chooses not to produce equipment and/or provide services to meet these specifications will not be considered sufficient cause to adjudge these

specifications as restrictive. Where deviations from the specifications contained herein are necessary, the bidder shall state why, in their opinion, the product and/or services they offer will render equivalent reliability and performance. Failure to detail all such deviations will comprise sufficient grounds for rejection of the bid.

O. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the County desires to purchase. Bids on equal items of like quality and performance will be considered if the bid is noted and fully descriptive brochures are enclosed. The County reserves the right to determine recognized and accepted equal substitutions. If notation of substitution is not made, it is assumed the bidder is proposing the items exactly as specified.

P. Any exceptions to the specifications shall be noted in the bid response.

Q. By submitting a bid, the bidder agrees to all specifications and conditions.

R. Bidder must comply with all federal, state, County and local laws governing or covering this type of service.

### 2.3. GENERAL CONDITIONS

A. In setting forth these specifications, it is the desire of Ector County to offer equal opportunity to all bidders.

B. During the performance of this bid, the bidder agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, martial or veteran status, handicapping condition, or political belief.

C. Ector County requests that Respondents use the OpenGov software <https://www.co.ector.tx.us/page/ector.opengovbidsandproposals> in order to submit your response. However, the County will accept hard copies of responses. All sealed bids should be received by the Ector County Purchasing Agent, Attn: Lucy Soto 1010 E. 8<sup>th</sup> Street, Odessa, TX 79761 prior to the response deadline. If a Respondent chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "HOUSEKEEPING SUPPLIES II." The Respondent's firm name shall appear on the outside of the envelope.

D. It is the responsibility of the bidder to familiarize themselves with the facilities, utilities, equipment, storage capabilities and/or dispensing equipment needs of the County in this bid.

E. The County must be notified of any back order immediately after the order is placed.

F. A service level of 98% must be maintained for all the bid items.

G. All items provided shall be new in first class condition, and packaged in containers suitable for damage free transport and storage.

**2.4. QUALIFICATION OF BIDDER**

Bidder must, at the request of the County, furnish satisfactory evidence of their ability to furnish the product and/or services in accordance with these terms and conditions of the specifications. Only bidders who can demonstrate to the satisfaction of the County that they are authorized to sell the proposed items or provide the services requested will be considered.

**2.5. PERIOD OF CONTRACT**

**A. This contract shall be for a term of four (4) years beginning from October 1, 2025 through September 30, 2029.**

B. Ector County reserves the right to cancel this contract at any time by giving thirty (30) day prior written notification.

**2.6. QUANTITIES**

Quantities listed hereon are estimated, based on proposed requirements. It is specifically understood and agreed that these quantities are approximate and increased quantities will be paid at the regular quoted unit price and the bidder shall not have any claim against the County for any quantities less than the estimated amount.

**2.7. PUBLIC BID OPENING**

Bids will be received and publicly opened at the location, date, and time posted in these specifications. Bidders, their representatives, and interested persons may be present. Trade secrets and such confidential information contained in the Bid and identified as such by the Bidder shall not be disclosed at any time unless required by law.

**2.8. PRICING**

- A. Requirements for the County will be ordered from a single supplier. Bidders shall price their proposal accordingly.
- B. Pricing shall be FOB delivery points identified in these specifications. Additional charges for packaging, handling fees, etc., will not be allowed. All charges must be stated on bid.
- C. Unit prices shall be shown where required and where there is an error in the extension of price, the unit price shall govern.
- D. The County is by statute exempt from State Sales Tax therefore, the bid price shall not include tax.
- E. The bid prices must be good for ninety (90) days after the bid opening date.
- F. Items invoiced will be by order unit of measure included in the specifications.
- G. Pricing information as submitted by the successful bidder shall remain firm for the first year.**

- H. Pricing for the second through fourth year will be allowed an annual, escalation, price increase, only by the following terms and conditions.

**Bid escalation increases must be presented to the Building Maintenance Director and Purchasing Agent, for their review, four (4) months prior to the renewal date and the acquire the approval of the Commissioner's Court.**

**Bid price increases must be based on the National Consumer Price Index.**

**Bid price increases will have a capped increase of \_\_\_\_\_ percent ( \_\_\_\_%) for the second year from the first year cost; a capped increase of \_\_\_\_\_ percent ( \_\_\_\_%) for the third year from the second year cost; and a capped increase of \_\_\_\_\_ percent ( \_\_\_\_%) for the fourth year from the third year cost.**

#### 2.9. BASIS OF AWARD

- A. Ector County reserves the right to accept or reject any qualified bid or to reject any and all bids, and to waive minor informalities. Ector County is not liable for any costs incurred by the bidder in the preparation of a response to this bid.
- B. Ector County reserves the right to negotiate with any or all bidders, and also reserves the right to award a contract to other than the bidder submitting the lowest cost bid, without negotiations.
- C. Ector County reserves the right to award this contract to the bidder that demonstrates the best ability to fulfill the requirements and needs of Ector County
- D. The bid will be awarded on a total basis to a single bidder considering all the requirements.
- E. An award may be granted with the successful bidder by purchase order or award letter.
- F. The successful bidder shall commence work only after the approval of a completely executed contract and/or the County's Master Service/Insurance requirements, if required by the County.

#### 2.10. PROTESTS

Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days before bid opening, and protests after award must be submitted within ten (10) calendar days after award by the Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days after the date of receipt. Any appeal of the Purchasing Agent's decisions must be made within ten (10) calendar days after receipt and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court and be afforded an opportunity to present evidence in support of their appeal. The appellant shall be notified of the time and place the appeal is to be heard by the Commissioners Court and be afforded an opportunity to present evidence in support of their appeal.

#### 2.11. MASTER SERVICE AGREEMENT & INSURANCE REQUIREMENTS

The County reserves the right to award this Bid to the Bidder that demonstrates the best ability to fulfill the requirements and needs of Ector County. The successful Bidder shall commence work

only after the approval of a completely executed Ector County Master Service Agreement and Insurance requirements.

### **3. PURCHASE PROVISIONS**

#### **3.1. RISK OF LOSS**

Bidder shall bear the risk of loss of, or damage to, each item purchased until each item has been delivered to the location of installation or placement. Upon such delivery, all risk of loss of or damage to, each such item shall be borne by the bidder until inspected and accepted in writing by the participating County's authorized representative. Bidder agrees that it shall maintain adequate insurance on the items purchased until accepted as required herein.

#### **3.2. FUNDING OUT CLAUSE**

Any award pursuant to this bid shall be contingent on sufficient funding and authority being made available in the fiscal period by the appropriate officials of the County. If sufficient funding or authority is not made available, the bid and/or award shall become null and void.

#### **3.3. RELATIONSHIP**

The relationship between parties to this contract shall be that of independent contractors. Nothing contained in these specifications shall be interpreted or construed as establishing an agency or employer/employee relationship between the parties or between either party and the employees or representatives of the other party.

#### **3.4. AUTHORIZED DISTRIBUTOR**

Bidder hereby warrants that it is an authorized distributor and agrees that it has complete contractual responsibility and authority to sell the items being purchased.

#### **3.5. DELIVERY AND SERVICE REQUIREMENTS**

1. Delivery and/or Service shall be made by the bidder's representative.
2. Unless otherwise specified, all goods are to be shipped to each department. Title to the materials specified in the contract passes to the County on the date of acceptance of the items by the County.
3. All of the system support, supplies, and maintenance must be provided by the bidder. The services to be performed by the bidder shall not be assigned, sublet, or transferred without written approval of the Ector County Commissioners Court.
4. Bidder agrees to the delivery and/or service of the product to the locations of each County location involved.
5. The delivery and/or service of the product shall be considered a prime part of this contract. Failure to state delivery and service capabilities may cause the bid to be rejected.

6. Bidder agrees to be responsible for any loss or damages, or both, until materials have been delivered and accepted at destination.
7. Loss or damage discovered at time of delivery/install to the County shall be noted and reported to bidder promptly for a resolution. Loss or damage discovered after delivery/install to the County shall be promptly reported to the bidder. All claims for damages occurring in transit shall be filed by the bidder. The County shall not be responsible for filing of any damage claim and no payment for items will be made by the County until received in acceptable condition. The bidder agrees that any such loss or damage shall not release the bidder from any obligation hereunder.

### 3.6. WARRANTIES

- A. The bidder warrants and represents that the County shall acquire upon completion of payment, good and clear title, free and clear of all liens, and claims or encumbrances of any kind.
- B. The bidder warrants materials supplied under this contract to conform to the specifications herein, to be free from defects in material and workmanship, and are fit for the purpose for which such materials are ordinarily employed. The County and bidder agree that this contract does not exclude or in any way limit other warranties provided for in this contract by law.
- C. The bidder warrants that the services proposed to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.
- D. The bidder agrees that the goods, equipment, supplies, and/or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the bidder to the County of such goods, equipment, supplies, and/or services.
- E. The bidder shall not limit or exclude any express, written or implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

### 3.7. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

In the event of any claim of suit against any County on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the bidder shall defend the County against any such suit or claim and hold the County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit. The bidder's contractor liability insurance shall cover the bidder's and County's obligations under this paragraph.

- 3.8. TERMINATION - THE COUNTY MAY, SUBJECT TO THE PROVISIONS BELOW, BY WRITTEN NOTICE OF DEFAULT TO THE BIDDER, TERMINATE THE WHOLE OR ANY PART OF THIS PROJECT IN ANY OF THE FOLLOWING CIRCUMSTANCES:
- A. If the bidder fails to perform within the time specified herein or any extension thereof; or
  - B. If the bidder fails to perform any of the provisions of this bid shall action constitute a breach of the project, in which case, Ector County, at its' discretion, may require corrective action within a period of 10 days (or such longer period as the County may authorize in writing), after receipt of notice from the County specifying such breach. Failure to make correction as required by the Ector County Commissioners Court shall constitute a default.
  - C. Ector County reserves the right to terminate the project immediately in the event the successful bidder fails to perform in accordance with the accepted bid.
  - D. Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the project by the County.
  - E. The termination notice shall state the reasons for cancellation of the project.
  - F. Upon default by the bidder, Ector County may enforce the performance of their bid in any manner provided by law, and at its' discretion, may contract with another party with or without solicitation of bids or further negotiation.
  - G. At a minimum, bidder shall be required to pay any difference in the cost of securing the products or services covered by this project from another source, plus reasonable administrative costs and attorney's fees.
  - H. Ector County shall not pay for work, equipment, supplies, and/or services which are unsatisfactory.
  - I. In the event the county terminates this project in whole or in part, as above provided, the County may procure, upon such terms and in such manner as the County may deem appropriate, service similar to those so terminated, and the bidder shall be liable for any excess costs for such similar items, provided that the bidder shall continue the performance for this project to the extent not terminated under the provisions of this paragraph.
  - J. The County shall not be liable for any excess costs if the failure to perform the project arises out of causes beyond the control and without the fault or negligence of the bidder.
  - K. The bidder, in accepting the project, agrees that the County shall not be liable for damages in the event that the County declares the bidder in default hereunder.
  - L. The County reserves the absolute right to terminate the project in whole or in part at its' sole discretion with a 30 days written notice to the bidder.

### 3.9. TAXES

All fees due to bidder under this Bid are exclusive of any taxes legally imposed on the licensing, delivery or use of items purchased. All taxes including any sales, use or import taxes are the responsibility of and shall be paid by bidder. Bidder shall not include State of Texas limited sales excise and use taxes in their invoices or vouchers and statements of cost. The County is exempt from payment of such taxes and an exemption certificate can be furnished to the bidder if requested.

### 3.10. INVOICES

Invoices should be mailed directly to:

- A. Ector County Auditor, 1010 E. 8<sup>th</sup> Street, Room #121, Odessa, Texas, 79761
- B. The invoices shall show:
  - Name and address of proposer.
  - Detailed breakdown of all charges for the services delivered stating any applicable period of time.
- C. Invoices shall be based on actual services rendered/products delivered.
- D. If any items are not correct, these items shall be corrected before delivery driver leaves. In accordance with Chapter 2251 of the Government Code, payment will be made after receipt and acceptance by the County of all completed services and receipt of a valid invoice.

### 3.11. PAYMENT

Payment(s) may be made to the bidder, shall be paid on a thirty (30) day term, after a copy of the itemized invoice is presented to the entity for their acceptance and approval. Original invoices will be processed after notification that receipt of merchandise and/or services have been made to the Entity's satisfaction, and invoiced according to be awarded pricing. Ector County will pay only after the items have been delivered to the County's satisfaction and acceptance, and invoiced according to the awarded pricing.

### 3.12. COUNTY USAGE OF INFORMATION

The information submitted by any bidder will be used by the County to evaluate the bidder's bid. The County reserves the right to use any other information which it obtains in order to evaluate submitted bids and to make the award.

### 3.13. STANDARDS OF PRODUCTS AND SERVICES

It is required that bidders respond to this solicitation with standard, currently available products and services that been in operation for a period of time greater than six (6) months. This approach will ensure that minimum time and effort is spent in developing new products should a bid be awarded and that the associated costs of such a bid will be as low as possible.

**3.14. BIDDER INSPECTION**

Bidder shall make the necessary inspections to familiarize themselves with all existing specifications of the conditions involving the County facility, and/or units, which may affect the performance of this contract. Failure on the part of the bidder to make an inspection and raise questions or clarification thereof, shall not be grounds for any adjustment to the contract price or the period of performance after award is made.

**3.15. ERRORS AND OMISSION**

Due care and diligence have been used in preparation of this bid, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented herein, shall rest solely with the bidder. Ector County its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

**3.16. CORPORATE STRUCTURE**

In case of change of corporate structure or loss of identity by assimilation or merger with other companies, this contract shall remain in effect and be binding on the successor company(ies).

**3.17. SITE VISIT**

It may be desirable for Ector County representatives to visit the locations where the bidder provides the type of solution offered. Bidder shall make arrangements for such visits, if requested. Contact Building Maintenance Director, Billy Carrigan at 432-332-4504.

**4. GENERAL PROVISIONS**

**4.1. VENUE**

The obligations of the parties to this contract are performable in Odessa, Ector County, Texas, and if legal action is necessary to enforce the same, exclusive venue shall lie in Odessa, Ector County, Texas.

**4.2. GOVERNING LAW**

This contract shall be governed by and construed in accordance with the laws of and court decisions of the State of Texas.

**4.3. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this contract.

**4.4. ASSIGNMENT**

This contract cannot be assigned without the prior written consent signed by both parties.

#### 4.5. COUNTERPARTS

This contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

#### 4.6. CAPTIONS

The captions to the various clauses of this contract are for informational purposes only and shall not alter the substance of the terms and conditions of this contract.

#### 4.7. SUCCESSORS AND ASSIGNS

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, except as otherwise indicated in this contract, their assigns.

#### 4.8. NON-DISCRIMINATORY POLICY

Bidder agrees that as to all of its programs and activities conducted on the subject premises, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being handicapped.

#### 4.9. COMPLIANCE WITH APPLICABLE LAWS

The contract is subject to all legal requirements in the local, state, and federal laws and the bidder agrees that it will comply with all applicable laws, regulations, and orders and rules of the City, County, State, and all other governmental agencies. Bidder agrees to obtain and bear the expense of any required permit or license.

#### 4.10. INTEREST OF MEMBERS OF A COUNTY

No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the business of the County, shall have any personal financial interest, direct or indirect, in this contract and the bidder shall take appropriate steps to assure compliance.

#### 4.11. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the business of the County, shall have any personal financial interest, direct or indirect, in this contract; and the bidder shall take appropriate steps to assure compliance.

#### 4.12. ENTIRE CONTRACT

This contract including the conditions, specifications, required attachments and the bid which embodies the complete contract of the parties hereto, superseding all oral and written previous and contemporary contracts between the parties and relating to the matters in this contract, and expect as otherwise provided herein cannot be modified without prior written agreement of both parties to be attached to and made a part of this contract.

#### 4.13. FORCE MAJEURE

Neither the participating County nor bidder shall be required to perform any term, condition, or agreement in this contract so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods, and any other cause not reasonably within the control of the County or bidder except as herein provided, and which by the exercise of due diligence, the County or bidder is unable, wholly or in part, to prevent or overcome.

#### 4.14. INDEMNITY-LIABILITY

Bidder agrees to protect, defend, indemnify, and save the County, its officers, and employees harmless from and against all claims, demands, and causes of action of every kind and character, without limit and without regard to the cause or causes thereof, or the negligence of any party or parties, including the negligence of the County, its officers, and employees, whether such negligence be sole, joint, or concurrent, for injury to or death of any person or damage to any property, arising out of or in connection with the activities of the bidder.

#### 4.15. INDEMNITY-DEFENSE

Bidder shall also indemnify, protect and save the County, its directors, officers, and employees harmless against any and all cost or expense of whatever kind of nature, including costs of litigation, attorney fees, and reasonable expenses in connection therewith whether or not such loss, injury, or damage shall be valid or groundless, and bidder shall be bound and obligated to assume the defense thereof, including any settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgements, awards or expenses resulting from or arising out of such injuries, death or damages without reimbursement from the County. It is understood and agreed by bidder that in case the County, its officers, agents, employees, are made defendant in any suit or action and bidder fails or neglects to assume the defense thereof, after having been notified to do so by the County, that the County may compromise and settle or defend any such suit or action, the bidder shall be bound and obligated to reimburse the County for the amount expended by it in settling and compromising any such claim, or in the amount expended by the County in paying any judgement rendered therein, together with all reasonable attorney's fees incurred by the County by reason of its defense or settlement of such claims.

#### 4.16. INDEMNITY - SUB-CONTRACTORS

The bidder agrees that it will indemnify and save the County harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnisher of machinery and parts thereof, equipment, power, tools and all supplies including commissions, incurred in the furtherance of this contract by bidder. When so desired by the County, the bidder shall furnish satisfactory evidence that all obligations of the nature here-in-above designated have been paid, discharged or waived. If the bidder fails to do so, then the County may at the option of the county either pay unpaid bills, of which the County has written notice, direct or withhold from the bidder's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, and whereupon payments to the bidder shall be resumed

in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County, by either the bidder or its surety.

#### 4.17. INDEMNITY - WORKERS COMPENSATION

Bidder agrees to be responsible for the Workers Compensation insurance on its employees. If any direct claim for Workers' Compensation benefits is asserted against the County by any of said employees or, in the event of death, by their personal representative(s) then upon written notice from the County, bidder shall undertake to defend the County against such claim(s) and shall indemnify and hold the County harmless from and against any such claim(s) to the extent of all benefits, cost of litigation, disbursements and attorneys' fees incurred in connection therewith.

#### 4.18. INDEMNITY – GOVERNMENT REGULATION

In its performance of this contract, bidder shall comply with all applicable Local, State and Federal laws including but not limited to, the provisions of the Equal Employment Opportunity Act, American Disabilities Act and the Fair Labor Standards Act, and will indemnify and hold the County harmless from and against any claims, demands, suits, losses, damages, costs, and expenses arising out of any non-compliance or violation by bidder of any such laws.

#### 4.19. REMEDIES

The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity under this contract including the right to specific performance and offset.

#### 4.20. DISPUTES

Except as otherwise provided in this contract, during the period of performance of the contract, any dispute between the parties arising out of the performance of this contract which is not disposed of by contract shall be decided by the County, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the bidder. The decision of the County shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the bidder mails or otherwise furnishes to the County a written appeal. The decision of the County, or its duly authorized representative for the determination of such appeals, shall be final and conclusive. Such appeals shall be final and conclusive subject to any legal remedy that may be available under the laws of the State of Texas to the aggrieved party to further review such decision. In connection with any appeal of the County's decision under the paragraph, the bidder shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, the bidder shall proceed diligently with the performance of the contract and in accordance with the County's decision.

#### 4.21. NON-WAIVER

Approval of the County shall not constitute nor be deemed a release of the responsibility and liability of the bidder, its employees, agents, or associates under the contract nor shall approval be deemed to be the assumption of such responsibility by the County.

#### 4.22. PERMITS AND LICENSES

Bidder will maintain in effect during the term of this contract any and all Federal, State, and/or local licenses and permits which may be required of bidder generally.

#### 4.23. MASTER SERVICE AGREEMENT (MSA)/INSURANCE

Awarded bidder must complete the attached MSA/Insurance and adhere to the insurance requirements for this project. The Insurance

policy must show the Certificate Holder as Ector County. The Insurance policy must show exclusion added by endorsement as follows:

"The certificate holder is named as Additional Insured on the General Liability policy. Waiver of subrogation are included on general

liability and workers compensation policies in favor of Ector County". A copy of, an approved, MSA/Insurance form must be provided,

and/or be on file with the Ector County Purchasing Department, prior to the bidder starts working on this project. The MSA and all

Insurance policies are to be kept current during the time frame of this project.

#### 4.24. DEBARMENT OR SUSPENSION REQUIREMENT

The County is prohibited from spending federal, state, and/or local funds with bidders who have been debarred or suspended. By confirmation on this specification, the bidder attests that their company is not debarred by any governmental entity.

#### 4.25. NON-COLLUSION REQUIREMENT

The bidder declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited another bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, of that anyone shall refrain from proposing; that the bidder has not in any manner, directly or indirectly, sought by contract, communications, or conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

- A. No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County Employee prior to the opening of responses to this invitation to bid.

- B. No Officer or employee of the County of Ector, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Ector contracts for this service.

#### 4.26. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any bidder or person conducting business or wishing to conduct business with a County, complete a "Conflict of Interest Questionnaire". By law, this completed questionnaire must be filed with the County Clerk for the County of Ector. The Ector County Clerk's mailing address is 300 N. Grant, Room 111, Odessa, Texas, 79761. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14th St., 10th Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site [www.ethics.tx.us](http://www.ethics.tx.us).

#### 4.27. REQUIRED ONLY BY AWARDED VENDOR - DISCLOSURE OF INTERESTED PARTIES (FORM 1295)

In compliance with Section 2252.908 of the Texas Government Code, Ector County Commissioners Court may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award. A copy of this law is available at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>. The on-line form is available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The Definitions are included in Chapter 46, Ethics Commission Rules: <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

#### 4.28. REQUIRED ONLY BY AWARDED VENDOR - BOYCOTTING ENERGY COMPANIES

The 87<sup>th</sup> Texas Legislature (2021) approved Senate Bill 13, that forbids a state agency and a political subdivision (which includes a County) to enter into any contracts and investments with a company for goods or services unless the contract contains a written verification from the that; (I) it does not boycott energy companies pursuant to Section 809.001 of the Texas Government Code; and (II) will not boycott energy companies during the term of the contract. This law is only applies to a contract that; (I) is between a governmental entity and a company with 10 or more full-time employees; (II) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

**4.29. REQUIRED ONLY BY AWARDED VENDOR - DISCRIMINATION AGAINST FIREARM OR AMMUNITION INDUSTRIES**

The 87<sup>th</sup> Texas Legislature (2021) approved Senate Bill 19 that forbids a state agency and a political subdivision (which includes a County) to enter into any contracts and investments with a company for goods or services unless the contract contains a written verification from the company that; (I) it does not have a practice, policy guidance, or directive that discriminates against a firearm entity or firearm trade association pursuant to Section 2274.001 of the Texas Government Code; and (II) will not discriminate companies during the term of the contract. This law is only applies to a contract that; (I) is between a governmental entity and a company with 10 or more full-time employees; (II) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

**4.30. REQUIRED ONLY BY AWARDED VENDOR - PROHIBITION AGAINST BOYCOTTING OF ISRAEL**

Vendors/Contractors/Suppliers must be in compliance with the provisions of Chapter 2270 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a signed response to an Ector County solicitation, the bidder is affirming compliance with Chapter 2270 of the Texas Government Code.

**4.31. REQUIRED ONLY BY AWARDED VENDOR - BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS**

Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to an Ector County solicitation, the bidder is affirming compliance with provisions of §2252.152 and §2252.153 of the Texas Government Code.

**5. BID SPECIFICATIONS**

Ector County's usage of products is available in the Attachments Section of this bid for the Year 2023-2024

**5.1. SUBMISSION INFORMATION**

Ector County is requesting bids on HOUSEKEEPING SUPPLIES II. Sealed or Electronic Bids addressed to Ector County Purchasing Agent, Lucy Soto will be received by 2:00 pm on Wednesday, August 6, 2025.

All bids should be received either electronically, or at the location below by the deadline. If Bidder chooses to submit a Hard copy, it must be delivered in a sealed envelope with a return address and

clearly marked "HOUSEKEEPING SUPPLIES II" The Bidder's firm name shall appear on the outside of the envelope. Location for hard copy submittal is Ector County Purchasing Department, 1010 E 8th Street, Suite 110, Odessa, TX 79761.

Deadline for bid submission is 2:00 pm on Wednesday, August 6, 2025. Any bids received after bid closing time will not be accepted.

## 5.2. SCOPE OF WORK

Ector County is requesting bids for Housekeeping Supplies for all County Buildings. Bidder will provide all of the supplies and products necessary to support and maintain a clean building system.

Bidder will implement a cost per month program.

Bidder will utilize chemical systems with built-in management controls for product training, follow up and consumption.

Bidder will provide all the cleaning supplies necessary, for use by Ector County, in County owned buildings.

**Ector County reserves the right to request additional products as needed to meet specific cleaning requirements, and the vendor will supply these items at no extra cost, provided they are in line with the agreed-upon standards and specifications.**

*Equal, similar, or higher quality products to those specified in the bid are acceptable, provided they meet the required standards and performance specifications. Any variances or substitutions from the brands listed must be clearly noted in the bid and are subject to approval by Ector County.*

## 5.3. PREVENTATIVE MAINTENANCE

Bidder will maintain a preventive maintenance schedule on all supplies, to keep supplies at proper working levels. This schedule will include regular checks on product shelf life, proper labeling, storage conditions, and inventory levels, conducted *at a minimum* on an annual basis. In the event that any cleaning chemicals or supplies are found to be expired, damaged, or ineffective, the bidder will be responsible for replacing them promptly at no additional cost to the entity.

## 5.4. BUILDINGS

*The bidder acknowledges that buildings and locations may change as Ector County undergoes transitions. The bidder shall adapt to these changes and continue providing services at new or modified locations as necessary, ensuring no disruption to service quality.*

The Buildings shall include, but not limited to, the following Buildings;

A. Administration Annex, 1010 E. 8th St., Odessa, TX, 79761. Approximately 30,000 square feet.

B. Adult Probation, 312 N. Texas, Odessa, TX, 79761. Approximately 3,000 square feet.

C. Building Maintenance/Wellness Center, 2330 W. 10th St., Odessa, TX, 79763.  
Approximately 8,000 square feet.

D. Cemetery Office, 300 S. Dixie, Odessa, TX, 79761. Approximately 2,200 square feet.

E. Courthouse, 300 N. Grant, Odessa, TX, 79761. Approximately 112,000 square feet.

F. Health Department, 211 N. Texas, Odessa, TX, 79761. Approximately 6,200 square feet.

G. Highway & Sheets/Sign Shop, 7613 W. Dunn St., Odessa, TX, 79763. Approximately 7,000 square feet.

H. Juvenile Probation Center (Office area only), 1401 E. Yukon, Odessa, TX, 79762.  
Approximately 6,000 square feet.

I. Kellus Turner Community Building, 2261 W. Sycamore, Odessa, TX, 79763. Approximately 5,000 square feet.

J. Library, 321 W. 5th St., Odessa, TX, 79761. Approximately 54,000 square feet.

K. Medical Examiner, 200 W. 3rd, Odessa, TX, 79762. Approximately 3,000 square feet.

L. Northside Senior Citizen Center, 1225 N. Adams Ave., Odessa, TX, 79761. Approximately 16,000 square feet.

M. Sheriff's Office, 2500 South US 385, Odessa, TX, 79765. Approximately 14,000 square feet.

N. Southside Senior Citizen Center, 900 S. Dixie, Odessa, TX, 79761. Approximately 11,000 square feet.

O. Westside Annex, 2265 W. Sycamore, Odessa, TX, 79763. Approximately 5,000 square feet.

P. Gardendale Community Center: 4226 Larkspur Lane, Gardendale, TX, 79758. This building is rented 7 - 10 times per month. It needs to be scheduled to be cleaned on as needed basis. 4,800 approximate square feet.

Q. Pleasant Farms Community Center: 4454 W. Apple, Odessa, TX, 79763. This building is rented 1 - 2 times per month and needs to be scheduled to be cleaned on as needed basis. 2,000 approximate square feet.

R. Schlemeyer Field Airport 7000 Andrews Hwy, Odessa TX, 79765 Approximately 5,000 square feet.

#### 5.5. HOUSEKEEPING CHEMICALS

Housekeeping Chemicals shall include, but not limited to the following:

- Hillyard Products -
- Restroom Cleaner, Acid;
- Restroom Cleaner, Acid Free,

- Concentrate;
- Carpet Spotter;
- Disinfectants;
- Furniture Polish;
- Glass Cleaner, Clean Image;
- Stainless Steel Polish;
- Gum Remover;

and any other products to perform a complete janitorial services job.

#### 5.6. HARD FLOOR CARE CHEMICALS

Hard Floor Care Chemicals shall include, but not limited to the following:

- Hillyard Products -
- Wax Stripper, Extreme; (including stripping, cleaning, and buffing pads by request)
- Floor Finisher,
- Hybrid and Quickcoat Finish Applicator System;
- Cleaner and Finish Restorer,
- Hybrid One Step;
- Floor Cleaner, PH7 Ultra Neutral;
- Spray Buff;

and any other products to perform a complete janitorial services job.

#### 5.7. CARPET CARE CHEMICALS

Carpet Care Chemicals shall include, but not limited to the following:

- Hillyard Products -
- Carpet Spotter;
- Extraction Shampoo;
- Bonnet Shampoo;

and any other products to perform a complete janitorial services job.

5.8. RESTROOM

Restroom: Hand Cleaner- Buckeye, Symmetry, Green Seal Certified, Foaming, Hand Wash.

5.9. HALLWAY

Hallway: Hand Sanitizer - Buckeye, Symmetry, foaming, hand sanitizer, 40.6 fl. oz.

5.10. HOUSEKEEPING SUPPLIES

Housekeeping Supplies shall also include, but not limited to the following:

- Dispensing Units, Hillyard, Arsenal 1,99700 EG (approximately 30 units);
- Bowl Swabs;
- Broom, Angular;
- Broom, Lobby;
- Deodorizing System for Restrooms (Non-Aerosol);
- Wall Mounted Air Fresheners Dispensers
- Fresh Products Easy Fresh Cabinet Dispensers;
- Doodle Pads w/holder;
- Dust Cloth, Treated;
- 16X16 Inch Microfiber Cloths; Untreated
- 16X16 Inch Microfiber Cloths; Treated
- Dust Mop;
- Dust Pan, Lobby;
- Duster, Lambswool;
- Glass, Window Cleaning Kits;
- Glasses - Safety; *with Wrap-around/side protection*
- Goggles-Safety; *with Wrap-around/side protection and including elastic strap*
- Gloves - Disposable; *Black, in sizes ranging from Small to Extra Large, with a minimum of 6 mil thickness*
- Gloves- Non-Disposable/Reusable; *Yellow, in sizes ranging from Small to Extra Large, 13 inches or longer in length, with a minimum of 10 mil thickness*
- Masks- *minimum standard of N95 Mask with valves*

- Dust; Polish Pads;
- Pumice Stone;
- Scouring Sponges;
- Scrapers w/blades;
- Spray Bottles (**properly labeled**);
- Spray Triggers;
- Strip Pads;
- Urinal Screens w/disinfectant/deodorizer blocks,
- Urinal Splash-proof Screens, w/disinfectant/deodorizer blocks, *no smaller than 8 inches in diameter*
- Urinal Floor Mats;
- Wet Mops;
- Wet Floor Signs;

and any other products to perform a complete janitorial services job.

5.11. CLEANING FOR REUSABLE SUPPLIES

Bidder must provide for the cleaning of all reusable supplies, i.e. dust mops and carpet bonnets, as needed. Any supplies found to be in poor condition or ineffective must be replaced or repaired at no additional cost to the entity.

5.12. TRAINING

- Bidder will train all County personnel in the proper operation and daily maintenance of all chemicals, dispensers and equipment.
- Contractor shall ensure that the trainer is bilingual in Spanish and able to communicate effectively with all participants.

**6. PRICING PROPOSAL**

Pursuant to the Notice to Bidders, and accordance with the Conditions and Specifications, the Company offers to furnish and deliver to Ector County, Building Maintenance Housekeeping Supplies, for the total net sum of:

**BID FORM**

Line Item	Description	Unit of Measure	Unit Cost
A	MONTHLY RATE FOR ALL SUPPLIES AND SERVICE	COST PER MONTH	
B	TOTAL YEARLY COST *NOTE: PAYMENTS WILL BE MADE IN MONTHLY PAYMENTS OVER THE LIFE OF THE CONTRACT	COST PER YEAR	

**ANNUAL PRICE INCREASES**

Line Item	Description	Unit of Measure	Percentage
1	RENEWAL PRICE INCREASE WILL HAVE THIS CAPPED PERCENTAGE FOR THE SECOND YEAR FROM THE FIRST YEAR	% CAPPED INCREASE	
2	RENEWAL PRICE INCREASE WILL HAVE THIS CAPPED PERCENTAGE FOR THE THIRD YEAR FROM THE SECOND YEAR	% CAPPED INCREASE	
3	RENEWAL PRICE INCREASE WILL HAVE THIS CAPPED PERCENTAGE FOR THE FOURTH YEAR FROM THE THIRD YEAR	% CAPPED INCREASE	

**7. VENDOR QUESTIONNAIRE****7.1. PRODUCT LIST\***

Upload your list of the brand, type and amount of supplies as requested in this bid.

\*Response required

**7.2. CONFIRMATION\***

I hereby certify and that the items offered meets all of the requirements of the bid conditions and specifications and I hereby accept the provisions of the terms and conditions included in the bid specifications.

The County of Ector does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

☐ Please confirm

\*Response required

**7.3. AUTHORIZED REPRESENTATIVE\***

Please download the below documents, complete, and upload.

- SIGNATURE PAGE (1).docx

**\*Response required**

**7.4. PROPOSER RESIDENCY CERTIFICATION\***

Please download the below documents, complete, and upload.

- Proposer\_Residency\_Certific...

**\*Response required**

**7.5. CONFLICT OF INTEREST QUESTIONNAIRE\***

Please download the below documents, complete, and upload.

- CIQ.pdf

**\*Response required**

**7.6. ECTOR COUNTY PROFESSIONAL REFERENCE SHEET\***

Please download the below documents, complete, and upload.

- Reference\_Page\_(1).doc

**\*Response required**

**7.7. I CERTIFY AND ATTEST THAT MY COMPANY IS NOT DEBARRED BY ANY GOVERNMENTAL ENTITY\***

☐ Yes

☐ No

**\*Response required**

**7.8. NON-COLLUSION REQUIREMENT\***

The bidder declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited another bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, of that anyone shall refrain from proposing; that the bidder has not in any manner, directly or indirectly, sought by contract, communications, or conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

A. No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County Employee prior to the opening of responses to this invitation to bid.

B. No Officer or employee of the County of Ector, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Ector contracts for this service.

☐ Please confirm

\*Response required

7.9. REQUIRED ONLY BY AWARDED VENDOR -MASTER SERVICE AGREEMENT  
Awarded vendor will be required to submit completed form.

- MSA - Medium.doc

7.10. REQUIRED ONLY BY AWARDED VENDOR -EXAMPLE- CERTIFICATE OF LIABILITY INSURANCE

Awarded vendor will be required to submit completed form.

- ACORD Certificate of Insura...

7.11. REQUIRED ONLY BY AWARDED VENDOR - CERTIFICATE OF INTERESTED PARTIES - FORM 1295

Awarded vendor will be required to submit completed 1295 form.

- Form 1295 .docx

7.12. REQUIRED ONLY BY AWARDED VENDOR - SENATE BILL 13 VERIFICATION  
Awarded vendor will be required to submit completed form.

- Senate Bill 13 Verification...

7.13. REQUIRED ONLY BY AWARDED VENDOR -SENATE BILL 19 VERIFICATION  
Awarded vendor will be required to submit completed form.

- SENATE BILL 19 VERIFICATION...

7.14. REQUIRED ONLY BY AWARDED VENDOR - HOUSE BILL 89 VERIFICATION  
Awarded vendor will be required to submit completed form.

- House Bill 89 Verification....

7.15. REQUIRED ONLY BY AWARDED VENDOR -SENATE BILL 252 VERIFICATION  
Awarded vendor will be required to submit completed form.

- Senate Bill 252 Verificatio...



STATE OF TEXAS           §  
  §  
COUNTY OF ECTOR       §

**INTERLOCAL AGREEMENT**

This Interlocal Agreement for the purpose of loaning the Emergency Service Districts 1 and 2 funds to start operations (the "Agreement") is entered into by and between Emergency Services Districts 1 and 2, a political subdivision of the State of Texas (ESD) and Ector County, a political subdivision of the State of Texas ("County") acting by and through their duly authorized representatives. ESD and County are each a "Party" and are referred to collectively as the "Parties".

**RECITALS**

**WHEREAS**, Chapter 791 of the Texas Government Code of the State of Texas Code authorizes this Agreement between ESD and County; and

**WHEREAS**, County is independently authorized to perform the functions or services contemplated by the Agreement, and

**WHEREAS**, and the Citizens of Ector County voted in the May General Election to establish Emergency Services Districts 1 and 2; and

**WHEREAS**, this Court canvassed the votes and approved the creation of Emergency Services Districts 1 and 2; and

**WHEREAS**, the Agreement is approved by the governing body of the participating agencies; and

**WHEREAS**, the Agreement states the purpose, terms, rights, and duties of the contracting Parties; and

**WHEREAS**, the consideration is an amount that fairly compensates the performing Party for the services performed.

**NOW, THEREFORE**, for and in consideration of the mutual premises, covenants, obligations, and benefits in this Agreement, including the above recitals, the Parties hereby agree as follows.

**ARTICLE I  
TERM**

This Agreement shall become effective on the final date of acceptance and full execution of this Agreement by all Parties hereof ("Effective Date") and shall continue until such time as the parties mutually agree in writing to revoke this agreement.

**ARTICLE II  
RESPONSIBILITIES OF COUNTY**

2.1 County shall loan ESD \$10,906.00 for start up costs of the ESD.

2.2 County shall receive regular monthly accounting and updates from the ESD as to how the \$10,906.00 is being spent.

### **ARTICLE III RESPONSIBILITIES OF ESD**

3.1 ESD shall abide by all terms and provisions contained herein

3.2 ESD shall provide County with monthly updates on the 1<sup>st</sup> of each month as to the progress of the ESD and a monthly accounting due on the 1<sup>st</sup> of each month as to how the \$10,906.00 is being utilized which shall continue until the loan is paid back in full.

3.3 ESD shall pay County back for the loan with a 6% annual interest rate. ESD shall pay back the County with the first \$10,906.00 plus the annual interest amount with the first funds it receives.

### **ARTICLE V GENERAL PROVISIONS**

The following general provisions shall apply to this Agreement and any amendments hereto.

4.1 **Amendments or Modifications.** This Agreement, and any attachments, exhibits, or addenda, may be amended or modified only by a written instrument executed by all Parties. If there are any conflicts between the Amendment and a previous version of this Agreement, the terms of the Amendment will prevail.

4.2 **Binding Obligation; Assignment.** This Agreement shall be binding upon the Parties hereto and their successors and assigns; and, it may not be assigned by any Party without the prior written consent of the other.

4.3 **Entire Agreement.** This Agreement, including all attachments, exhibits, and addenda, embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporaneous agreements between the Parties relating to matters in this Agreement. **In the event of conflicting provisions between this Agreement and any attachments, exhibits, or addenda, the provisions of this Agreement shall be controlling.**

4.4 **Immunity or Defense.** The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable states, laws, rules, or regulations.

4.5 **Governmental Regulation.** In its performance of this Agreement, County and ESD agree to comply with all federal, state, and local laws. It is not a violation of this Agreement to withhold compliance pending an appeal of any governmental regulation in good faith.

4.6 **Independent Contractor.** Both ESD and County shall be in the relationship of an Independent Contractor, and the relationship shall not be that of a joint venture; and a Party's employees and officers and subcontractors shall in no way be considered as employees, officers, or subcontractors of the other Party.

4.7 **Interlocal Agreement.** This Agreement shall satisfy any requirements for an Interlocal Agreement and shall rescind and supersede any prior agreements of the Parties that are in conflict. Both Parties find that the services provided by each Party are of equal value and providing of such services constitutes a fair exchange of consideration.

4.8 **No Third-Party Rights.** Nothing within this Agreement shall be deemed to waive, modify, or alter any legal or equitable defense available to any Party, or to create any legal or equitable right or claim on behalf of any third party

4.9 **Notices.** All notices, communications, and reports required or permitted under this Agreement shall be personally delivered, delivered by electronic means, or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for City, to: Emergency Services Districts 1 and 2  
Attn.: John Turner, President  
\_\_\_\_\_, Odessa, Texas 7976\_  
Phone: (432) \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to: Emergency Services Districts 1 and 2  
Attn.: ESDs 1 and 2 Attorney  
\_\_\_\_\_, \_\_\_\_\_, Texas \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

If intended for County, to: Ector County  
Attn.: County Judge  
300 North Grant, Room 227, Odessa, TX 79761  
Phone: (432) 498-4100  
Email: dustin.fawcett@ectorcountytexas.gov

With a copy to: Ector County  
Attn: County Attorney  
300 North Grant, Room 201, Odessa, TX 79761  
Phone: (432) 498-4150  
Email: county.attorney@ectorcountytexas.gov

4.10 **Severability.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein

4.11 **Venue.** If any legal action is necessary to enforce this Agreement, exclusive venue shall lie in Ector County, Texas.

4.12 **Waiver by Party.** Unless otherwise provided in writing by the waiving Party, a waiver by any of the Parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding default thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

THE PARTIES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT  
AND AGREEING TO ITS TERMS DO HEREBY EXECUTE THIS AGREEMENT ON  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**ESD:**

EMERGENCY SERVICES DISTRICTS 1 AND 2  
a political subdivision

By: \_\_\_\_\_  
John Turner, President

**ATTEST:**

\_\_\_\_\_  
Heather Burkes, Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_, Emergency Services Districts 1 and 2 Attorney

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF ECTOR**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by John Turner, President, of the Emergency Services Districts 1 and 2, a political  
subdivision of the State of Texas.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**COUNTY:**

ECTOR COUNTY,  
a political subdivision of the State of Texas

By: \_\_\_\_\_  
Dustin Fawcett, County Judge

**STATE OF TEXAS**

**COUNTY OF ECTOR**

§  
§  
§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Dustin Fawcett, County Judge for Ector County on behalf of said County.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**Ector County Emergency Services District No. 1**  
**Pro Forma Operating and Capital Budgets**  
**Year Ending Sept 30, 2026**

**OPERATING REVENUE**

Property Taxes	0
Initial County Funding	10,906
Donations	0
<b>Total Operating Revenue</b>	<b>\$ 10,906</b>

**OPERATING EXPENSES**

Audit Fees	\$ 1,000
Bookkeeping	700
Commissioner Fees	0
Fire Service Provider	0
Ector County Appraisal District Fees	10
Insurance and Surety Bonds	5,000
Legal Fees - Administrative	3,000
Legal Notices	10
PO Box and Postage	286
Printing and Office Supplies	400
Professional Consultants	0
Travel and Conferences	0
Technology - computers, recording system, other.	150
Offical Seal	150
Website/Community Outreach	200
<b>Total Operating Expenses</b>	<b>\$ 10,906</b>
<b>Excess of Operating Revenue over Expenses</b>	<b>\$ 0</b>

**CAPITAL EXPENDITURES**

Apparatus/Vehicles	\$ 0
Fire Station Construction	0
Real Estate Acquisition	0
Facilities modifications	0

**Capital Expenditures (Equipment and Tech)**

**Planned for 2026:**

IT Network Infrastructure

<b>Total Capital Expenditures</b>	<b>\$ 0</b>
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**PLANNED RESERVES**

Apparatus Reserve	\$	0
Construction Reserve		0
Equipment Reserve		0
Operating Reserve - One Year		<u>1,000</u>
<b>Total Planned Reserves</b>	<b>\$</b>	<b><u>1,000</u></b>

**CASH RECAP**

Total Capital Expenditures	\$	0
Total Planned Reserves		<u>1,000</u>
<b>Total Cash Needed</b>	<b>\$</b>	<b><u>1,000</u></b>

## Design and Engineering

Description	Total 1
<b>01 Parking Garage</b>	
01 Pre-Design	78,999.00
02 Schematic	54,956.00
03 Design Development	81,416.00
04 Construction Documents	98,266.00
05 Bidding	9,500.00
08 General Conditions	241,710.85
09 Design Contingency	44,924.45
10 Insurance	11,851.25
11 Overhead and Profit	47,530.38
<b>01 - Parking Garage Totals</b>	<b>\$669,153.93</b>
<b>02 Post Office</b>	
02 Schematic	79,125.00
03 Design Development	106,725.00
04 Construction Documents	345,975.00
05 Bidding	14,027.00
11 Overhead and Profit	23,639.79
<b>02 - Post Office Totals</b>	<b>\$569,491.79</b>
<b>03 Vehicle Maintenance Facility</b>	
02 Schematic	9,075.00
03 Design Development	16,575.00
04 Construction Documents	52,225.00
09 Design Contingency	4,143.75
10 Insurance	870.19
11 Overhead and Profit	6,961.50
<b>03 - Vehicle Maintenance Facility Totals</b>	<b>\$89,850.44</b>
<b>Totals</b>	<b>\$1,328,496.16</b>

## 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 1<sup>st</sup> 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
  - Mechanical Engineering
    - Confirm stand-alone system recommendations & design based on tenant requirements.
  - Plumbing and Fire Protection
    - Confirm system recommendations & design based on tenant requirements including special plumbing for VMF.
  - 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
  - One-line diagram with equipment schedules, equipment selection & diffuser layouts
  - Provide outline specifications
- Plumbing and Fire Protection
  - Plumbing piping layout, equipment selection & room layout fixture spec
  - 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
  - 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.
  - Coordination, assembly and submission of Schematic Design Documents.
  - Exterior wall enclosure design coordinating with interior space
  - Preliminary code review pertaining to TI exterior enclosure
  - Door and window opening types, size, and placement.
  - Elevations and wall sections with approximate dimensions: and identification of all proposed finishes for exterior of 1st floor
- Structural
  - Fast-tracking of garage foundations to expedite post office design and construction
  - Coordination with civil engineer for site-related requirements
  - Coordination with post office program requirements that may affect garage structure (slab recesses, load verifications, exterior detailing, loading dock, etc.)
- Electrical
  - Narrative for electrical systems
  - 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

## Revised Milestone Schedule Summary

### Additional Preconstruction Services for the Expansion of the Parking Garage and the USPS TI

Courthouse NTP#1 Project Definition Initial Activities	May 5, 2025
Approved MOU Commissioners' Court	June 24, 2025
NTP Demolition Phase 1: Tire Shop and Petro Safety Shop	June 24, 2025
Change Order for Added Services USPS TI and Expansion	
Parking Garage	July 8, 2025
NTP Added Services USPS TI and Expansion Parking Garage	July 8, 2025
Parking Garage and USPS TI Design:	
Parking Garage Design Phases	July 1, 2025 to December 31, 2025
USPS TI Design Phases	July 10, 2025 to January 31, 2026
Demolition Phase 1 – Tire Shop and Petro Shop	August 25, 2025 to November 15, 2025
Demolition Phase 2 – Texas Ave Buildings	February 18, 2026 to April 14, 2026
Construction Parking Garage	January 2, 2026 to August 8, 2026
Construction USPS TI	August 8, 2026 to March 12, 2027
Courthouse Design:	
Project Definition Phase	May 13, 2025 to January 26, 2026
Due Diligence & Enabling Design Phase	July 17, 2025 to October 31, 2025
Civil/Platting	August 28, 2025 to January 27, 2026
Schematic Design	February 2, 2026 to May 22, 2026
Design Development	May 22, 2026 to October 19, 2026
Construction Drawings	October 20, 2026 to June 4, 2027

### Courthouse and Plaza Enabling Tasks, Demolition & Construction

Enabling Tasks	April 2, 2027
Demolition Phase 3 – Existing Post Office	April 14, 2026
Demolition Phase 4 – Health Department	October 30, 2027
Demolition Phase 5 – Existing Courthouse	June 1, 2029
Grading/Utilities/Foundation Courthouse	April 30, 2027 to November 24, 2027
Courthouse	November 24, 2027 to June 01, 2029
Plaza Completion	August 27, 2029 to December 27, 2029

 **AIA** Document G741™ – 2024

**Change Order** for a Design-Build Project

**PROJECT:***(name and address)*

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:***(name and address)*

Ector County, Texas

300 N. Grant

Odessa, TX 79761

**DESIGN-BUILDER:***(name and address)*

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

\$ 1,328,496.16

The new Contract Sum including this Change Order will be

\$ 20,486,992.69

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)*

7/1/2025

*Date*

**OWNER** *(Signature)*

BY: Dustin Fawcett, Ector County Judge

*(Printed name and title)*

*Date*



## MASTER SERVICE AGREEMENT

**Created Date:** 06/12/2025

**Initial Term Start Date:** 08/01/2025

**Initial Term End Date:** 07/31/2026

**Account Executive Information**

Jean Farmer  
Senior Account Executive  
jfarmer@lexipol.com

Lexipol LLC  
2611 Internet Blvd., Ste. 120  
Frisco, Texas 75034

**Agency Information**

James Carta  
Constable Precinct 1  
james.cart@ectorcountytexas.gov  
432-978-5656

Ector County Constable's Office, Precinct 1  
Sourcewell #: 109706  
300 N. Grant Ave, Room 208, Odessa, TX 7976  
Odessa, Texas 79760

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

**Ector County Constable's Office, Precinct 1****Lexipol, LLC**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## Exhibit A

## SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

## Order Summary

001 Lexipol Policy, P1A and FTO Subscriptions (2025-08-01 to 2026-07-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
5	Law Enforcement Limited Command Structure Policy Manual	\$4,374.00	20%	\$874.80		\$3,499.20
5	PoliceOne Academy Annual Rate	\$103.00	20%	\$103.00		\$412.00
5	Lexipol Field Training	\$1,800.00	20%	\$360.00		\$1,440.00
5	Law Enforcement Limited Command Structure Supplemental Manual(s)	\$969.00	20%	\$193.80		\$775.20
Discount:				\$1,531.60	Subtotal:	\$6,126.40

002 FTO and P1A Implementation						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Lexipol Field Training Implementation Service	\$800.00	20%	\$160.00		\$640.00
1	P1A Account Set-Up Fee	\$355.00	20%	\$71.00		\$284.00
Discount:				\$231.00	Subtotal:	\$924.00

Discount:	\$1,762.60
Subtotal:	\$7,050.40
Tax:	
Total Due:	\$7,050.40

## Exhibit B

### Description of Services

#### PoliceOne Academy

Training is key to improving safety and effectiveness in law enforcement agency operations. PoliceOne Academy's online training platform combines high-quality content with time-saving features to help your training resources go further.

- 24/7 access to online learning, allowing your officers to train when it's convenient
- Hundreds of full-length courses and thousands of videos built for micro-learning
- Reports to help you monitor and track training completion, compliance and license renewal
- Acceptance as a Certified Training Provider and for continuing education in many states
- Ability to upload and build your own content and create personalized learning plans
- Simple setup process to get you started quickly, backed by technical and customer support

#### Law Enforcement Limited Command Structure Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on state and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and limited command structure

#### Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

#### Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

#### Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

#### Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

#### Lexipol Field Training

Lexipol's Field Training, modeled after the San Jose FTO model, is a web-based software solution providing law enforcement agencies and academies with the ability to monitor on-the-job performance during the field training curriculum and probationary period. Features of Field Training include:

- Platform to track required FTO documentation with ability to customize for all departments, including Patrol, Corrections, Dispatch, and Community Service Officer (additional purchase required for each FTO instance)
- Daily Observation Reports based on San Jose model
- Web-based system easily accessible through CAD systems
- Tracking of health of FTO program across departments
- Automated workflows based on Daily Observation Reports

#### **Supplemental Publication Service**

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

#### **Lexipol Field Training Implementation Service**

Lexipol's Field Training Standard Implementation Service provides subscribers with a basic introduction to the Field Training platform and its key features. The service includes essential setup and configuration, with customization limited to 10 hours or 90 days, whichever is completed first. The 90-day timeline begins on the date of the initial kickoff meeting. Standard packages for all customers will include the following:

- Configuration for two instances of FTO
- Configuration for 2 Daily Observation Report Templates
- Configuration of standard forms
  - Supervisor report
  - Field Training Manual
  - Field Training Checklist
- Configuration for PoliceOne Academy (platform only) testing functionality to support FTO testing

## Exhibit C

### Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

**1. Definitions.** Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

**1.1 "Agency"** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

**1.2 "Agency Data"** means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

**1.3 "Agreement"** means the combination of the cover sheet; Exhibit A ("Selected Services and Associated Fees"); Exhibit B (Description of Services); this Exhibit C ("Terms and Conditions of Service"); and any other documents attached hereto and expressly incorporated herein by reference.

**1.4 "Custom Agreement Terms"** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

**1.5 "Initial Term"** means the initial period of time in which Agency has elected to receive Lexipol Services.

**1.6 "Initial Term Start Date"** is specified on the cover sheet and represents the first day of the Initial Term.

**1.7 "Initial Term End Date"** is specified on the cover sheet and represents the last day of the Initial Term.

**1.8 "Lexipol Content"** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

**1.9 "Services"** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

**2. Term; Renewal.** This Agreement becomes enforceable upon signature by Agency's authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

### **3. Termination.**

**3.1 For Convenience; Non-Appropriation.** During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

**3.2 For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

**3.3 Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason,

Agency's access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

**4. Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

**5. Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

**5.1 Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

**5.2 Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

**5.3 Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

**5.4 Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

**5.5 Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency

beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

## 9. **General Terms.**

9.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the

other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

**9.6     Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

**9.7     Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



# Lexipol Solutions Proposal for Ector County Constable's Office, Precinct 1

**Prepared for:**

Lexipol LLC

**Prepared by:**

Jean Farmer

[jfarmer@lexipol.com](mailto:jfarmer@lexipol.com)

Lexipol LLC

2611 Internet Blvd., Ste. 120

Frisco, Texas 75034

[www.lexipol.com](http://www.lexipol.com)

# Automate and Elevate Your Field Training Program

Your Field Training Officer (FTO) program is essential in defining the caliber of your officers, bridging the gap between classroom learning and real-world job performance. If you're operating with paper-based or disparate FTO records that fail to give you the big picture, your FTO program may not be operating at its full potential.

## A Comprehensive, Automated Solution

Based on the proven San Jose model, Lexipol's FTO software enables you to effectively monitor the overall health of your FTO programs including K9, patrol and more, ensuring your trainees have the preparation and training they need to excel while protecting against training-related liability.

With Lexipol's Field Training, your agency can:



### Enhance Trainee Development

Streamlined tracking and reporting offers a clear, ongoing assessment of trainee performance, helping accelerate skill acquisition



### Optimize Performance

Proactive, data-driven insights allow departments to address training issues before they escalate, improving training quality and enhancing decision-making



### Save Time and Resources

Centralizing and digitizing training records eliminates manual data entry and paper-based records



### Mitigate Risk

Thorough documentation of field training activities provides solid evidence that you have adequately trained your officers

## Key Features

- A streamlined system centralizing all field training data in one place
- Daily Observation Reports (DORs) that allow FTOs to document field training activity and give real-time feedback
- Quick and easy-to-pull Supervisor Reports utilizing data from DORs
- The ability to review changes made to DORs, requiring a signature from supervisors
- Insights into how trainers are measuring up to other FTOs



Ready to learn more about how your agency can streamline your FTO program?

Contact us today to request a consultation!

# Scrap Tire Disposal Agreement

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This Agreement is entered into by and between Ector County Environmental, ("The County") with offices located at 300 N. Grant Ste. 116, Odessa, TX 79761, and Monster Salvage, LLC, a registered scrap tire processor ("The Company") located at 144 Madrid Rd., Odessa, TX 79766.

## 1. TERM

This Agreement shall begin on July 1, 2025, and terminate on June 30, 2026, unless earlier terminated as set forth herein. It may be renewed annually upon mutual review and written agreement by both parties.

## 2. SCOPE OF SERVICES

The Company shall accept all types of scrap tires delivered by The County to the Company's facility located at 144 Madrid Rd., Odessa, TX 79766. Deliveries may be made by The County as frequently as necessary. The Company shall receive tires between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.

## 3. PRICING

The Company shall charge The County \$85.00 per ton of scrap tires delivered.

## 4. INVOICING AND PAYMENT

The Company shall issue a weekly invoice for all deliveries of scrap tires performed during that week. The County shall remit payment for all such invoices within the next thirty (30) days.

## 5. COMPLIANCE AND PERMITS

The Company is responsible for maintaining its TCEQ Processor Registration (#170096) and complying with all applicable local, state, and federal regulations related to scrap tire processing.

## 6. INSURANCE

The Company shall maintain general liability insurance covering activities at its facility. The County shall maintain its own insurance coverage for all vehicles and personnel involved in delivering tires to the Company's facility.

## 7. TERMINATION

Either party may terminate this Agreement with thirty (30) days' written notice to the other party, with or without cause.

**8. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Texas. Any disputes shall be subject to the exclusive jurisdiction of courts located in Ector County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

Ector County Environmental , Texas

By: \_\_\_\_\_

Name:

Title:

Date:

MONSTER SALVAGE, LLC

By: \_\_\_\_\_

Name:

Title:

Date:

**SUBSCRIBER AGREEMENT FOR TRADS SERVICES**  
(for Public Sector Subscriber)

Full Legal Name of Agency or Department (the "Subscriber")	
Physical Address:	

THIS SUBSCRIBER AGREEMENT FOR TRADS SERVICES (for Public Sector Subscriber) (the "Agreement") is entered into as of the date indicated below by and between the above-identified Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") effective as of the later of the date on which Subscriber has undergone and satisfactorily completed TRADS' subscriber credentialing with an approval disposition and is issued user credentials or the date indicated below (the "Effective Date").

- Subscriber understands and agrees that TRADS offers public record and proprietary information services and other products and services (the "TRADS Services") that may contain sensitive information that is governed by applicable state and federal laws, including, but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) ("GLBA") and the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) ("DPPA"), all of with which Subscriber certifies to comply.
- TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA.
- TRADS may make a reasonable number of TRADS Services available to Subscriber on a trial basis free of charge until the earlier to occur of: (i) reaching 300 transactions or seven (7) calendar days from the commencement of such free trial, unless otherwise agreed to by TRADS in writing (which may be by means of an email to the primary account administrator); or (ii) the start date of purchased TRADS Services ordered by Subscriber. Subscriber's access to the TRADS Services during any such free trial shall be subject to all terms of this Subscriber Agreement and the Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for the TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.
- Unless provided otherwise in a pricing supplement to this Agreement, either party may terminate this Agreement at any time for any reason upon notice to the other party.
- The online Additional Terms and Conditions located at <https://www.tlo.com/ps-terms-conditions> (the "Terms and Conditions") are incorporated herein by reference. This Agreement, which includes the incorporated Terms and Conditions and any attachments hereto, constitutes the entire agreement between the parties, and supersedes and replaces all previous agreements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement.

**AUTHORIZATION AND ACCEPTANCE OF TERMS**

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the Terms and Conditions. The undersigned hereby certifies their authority to execute this Agreement on behalf of the Subscriber and that the statements provided in this Agreement are true and correct.

Authorized Signature:	Date:
Print Name of Authorized Signer:	Title:

# Master Settlement Statement

Ector County Abstract & Title Co., Inc.  
501 East 7th  
Odessa, TX 79761  
Phone: (432)337-1511

**Settlement Date:** June 25, 2025  
**Escrow Officer/Closer:** Mike Ogilvy  
**Order Number:** 25065058  
**Borrower:** The Ector County Texas

**Seller:** TX  
Lloyd James Marler and Terri Mercer Marler

**Lender:**  
**Property Location:** TX

<b>Seller</b>		<b>Borrower</b>	
<b>Debit</b>	<b>Credit</b>	<b>Debit</b>	<b>Credit</b>
		<b>Financial Consideration</b>	
	2,378.00	Sale Price of Property	2,378.00
		<b>Escrow/Title Charges</b>	
		Escrow Fee to Ector County Abstract & Title Co., Inc.	500.00
		Tax Certificate to Ector County Abstract & Title Co., Inc.	43.30
25.00		Wire Fee Seller Proceeds to Ector County Abstract & Title Co., Inc.	
		Owner's Title Insurance to Ector County Abstract & Title Co., Inc. Coverage: \$2,378.00 Premium: \$328.00 Version: TEXAS RESIDENTIAL OWNER'S POLICYOF TITLE INSURANCE - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)	328.00
		<b>Recording Charges</b>	
		Recording Fees to Ector County Abstract & Title Co., Inc.	33.00
		Electronic Recording to Ector County Abstract & Title Co., Inc.	5.00
		<b>Miscellaneous Debits/Credits</b>	
		Attorney Fees to Gary Bridges	300.00
		Guaranty Fee to Ector County Abstract PG	2.00
25.00	2,378.00	<b>Subtotals</b>	3,589.30
		<b>Balance Due FROM Borrower</b>	3,589.30
2,353.00		<b>Balance Due TO Seller</b>	
2,378.00	2,378.00	<b>TOTALS</b>	3,589.30
			3,589.30

# Master Settlement Statement

## Signatures

Ector County Abstract & Title Co., Inc.  
501 East 7th  
Odessa, TX 79761  
Phone: (432)337-1511

**Settlement Date:** June 25, 2025  
**Escrow Officer/Closer:** Mike Ogilvy  
**Order Number:** 25065058  
**Borrower:** The Ector County Texas

**Seller:** TX  
Lloyd James Marler and Terri Mercer Marler

**Lender:**  
**Property Location:** TX

Seller

\_\_\_\_\_  
Lloyd James Marler

\_\_\_\_\_  
Terri Mercer Marler

Borrower

The Ector County Texas

BY: \_\_\_\_\_  
Dustin Fawcett, County Judge

Ector County Abstract & Title Co., Inc.

BY: \_\_\_\_\_  
Settlement Agent

# Master Settlement Statement

Ector County Abstract & Title Co., Inc.  
501 East 7th  
Odessa, TX 79761  
Phone: (432)337-1511

**Settlement Date:** June 25, 2025  
**Escrow Officer/Closer:** Mike Ogilvy  
**Order Number:** 25055012  
**Borrower:** The Ector County Texas  
1010 E 8th Street  
Odessa, TX 79761  
**Seller:** Carlos Alberto Varela Cortez and Paloma Jacqueline Lopez

**Lender:**  
**Property Location:**

TX

Seller		Borrower	
Debit	Credit	Debit	Credit
<b>Financial Consideration</b>			
	7,290.00	7,290.00	
	Sale Price of Property		
<b>Escrow/Title Charges</b>			
		500.00	
	Escrow Fee to Ector County Abstract & Title Co., Inc.		
		43.30	
	Tax Certificate to Ector County Abstract & Title Co., Inc.		
25.00			
	Wire Fee Seller Proceeds to Ector County Abstract & Title Co., Inc.		
		328.00	
	Owner's Title Insurance to Ector County Abstract & Title Co., Inc.		
	Coverage: \$7,290.00		
	Premium: \$328.00		
	Version: TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)		
<b>Recording Charges</b>			
		66.00	
	Recording Fees to Ector County Abstract & Title Co., Inc.		
		10.00	
	Electronic Recording to Ector County Abstract & Title Co., Inc.		
<b>Miscellaneous Debits/Credits</b>			
		500.00	
	Attorney Fees Deed and Release to Gary Bridges		
		2.00	
	Guaranty Fee to Ector County Abstract PG		
25.00	7,290.00	8,739.30	
	<b>Subtotals</b>		
	<b>Balance Due FROM Borrower</b>		8,739.30
7,265.00			<b>Balance Due TO Seller</b>
7,290.00	7,290.00	8,739.30	8,739.30
	<b>TOTALS</b>		

# Master Settlement Statement

## Signatures

Ector County Abstract & Title Co., Inc.  
501 East 7th  
Odessa, TX 79761  
Phone: (432)337-1511

**Settlement Date:** June 25, 2025

**Escrow Officer/Closer:** Mike Ogilvy

**Order Number:** 25055012

**Borrower:** The Ector County Texas  
1010 E 8th Street  
Odessa, TX 79761

**Seller:** Carlos Alberto Varela Cortez and Paloma Jacqueline Lopez

**Lender:**

**Property Location:**

TX

Seller

\_\_\_\_\_  
Carlos Alberto Varela Cortez

\_\_\_\_\_  
Paloma Jacqueline Lopez

Borrower

The Ector County Texas

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

Dustin Fawcett, County Judge

Ector County Abstract & Title Co., Inc.

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

Settlement Agent

Stephen White

---

**From:** chuckhorton@callmc.com <noreply@motorolasolutions.com>  
**Sent:** June 30, 2025 8:43 AM  
**To:** Stephen White  
**Cc:** chuckhorton@callmc.com  
**Subject:** CUSTOMER FINANCE PROPOSAL GENERATOR

Caution: This email originated from outside the Ector County system. Do not click links or open attachments, unless you expect them from the sender and know the content is safe.



**MOTOROLA SOLUTIONS**

---

**Date:** June 30, 2025  
**To:** Ector County  
Attn: Stephen White  
2500 S US 385  
Odessa, TX 79764  
**Re:** Communications System Financing Proposal

Motorola Solutions, Inc. is pleased to submit the following proposal for the financing of your Motorola communications equipment in accordance with the terms and conditions outlined below:

**Transaction Type:** Municipal Lease Purchase Agreement (Tax-exempt)  
**Lessor:** Motorola Solutions, Inc. (or its Assignee)  
**Lessee:** Ector County  
**Total Transaction Value:** \$ 500,000.00  
**Down Payment:** \$ 0.00  
**Balance to Finance:** \$ 500,000.00  
**Equipment:** Licenses for Ector County System (As per the Motorola Solutions equipment proposal.)

**Title:** Title to the equipment will vest with the Lessee.

**Insurance:** Lessee will be responsible to insure the equipment as outlined in the lease contract.

**Taxes:** Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option 1	Option 2	Option 3
<b>Lease Term</b>	1 Years	3 Years	5 Years
<b>Payment Type</b>	Annually Arrears	Annually Arrears	Annually Arrears
<b>Lease Rate</b>	6.00%	5.66%	5.43%
<b>Lease Factor</b>	1.061678	0.372790	0.234608
<b>Payment</b>	\$530,839.00	\$186,395.00	\$117,304.00
<b>Payment Commencement</b>	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution

**Expiration:** The above lease rates and factors are valid for all leases commenced by 7/30/2025. After this date the rate will be reset to reflect current market conditions.

**Program Highlights:** Terms up to seven years can be structured for Municipal Lease Purchase Agreement (Tax-exempt).

One hundred percent (100%) of a project's acquisition cost can be financed.

Payment frequency can be matched to meet your cash flow and budget requirements.

No pre-payment penalties.

Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.

**Qualifications:** Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

**Documentation:**

Municipal Equipment Lease Purchase Agreement  
Opinion of Counsel  
Schedule A/Equipment List  
Schedule B/Amortization Schedule  
8038G  
UCC-1  
Certificate of Incumbency  
Statement of Essential Use/Source of Funds  
Evidence of Insurance or Statement of Self Insurance  
Resolution from governing body authorizing the execution of the Lease  
Delivery & Acceptance Certificate

Please feel free to contact [chuckhorton@callmc.com](mailto:chuckhorton@callmc.com) if there are any questions, or if an alternate structuring is required

Regards,  
Chuck Horton  
Mr.  
+1 (817) 940-6769



### Resolution

**BE IT REMEMBERED**, that on the 8<sup>th</sup> day of July, 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 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 8<sup>th</sup>, 2025.

---

Dustin Fawcett, Ector County Judge

---

Mike Gardner, Commissioner, Precinct #1

---

Greg Simmons, Commissioner, Precinct #2

---

Samantha Russell, Commissioner, Precinct #3

---

Billy Hall, Commissioner, Precinct #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

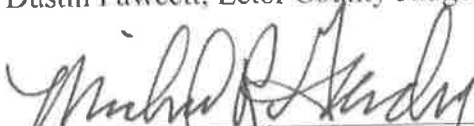
jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of the guidelines.

- (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 11<sup>th</sup> 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 11<sup>th</sup>, 2023.



Attest:

A handwritten signature in cursive script, reading "Jennifer Martin".

Jennifer Martin, Ector County Clerk

A handwritten signature in cursive script, reading "Dustin Fawcett".

Dustin Fawcett, Ector County Judge

A handwritten signature in cursive script, reading "Mike Gardner".

Mike Gardner, Commissioner, Precinct #1

A handwritten signature in cursive script, reading "Greg Simmons".

Greg Simmons, Commissioner, Precinct #2

A handwritten signature in cursive script, reading "Don Stringer".

Don Stringer, Commissioner, Precinct #3

A handwritten signature in cursive script, reading "Billy Hall".

Billy Hall, Commissioner, Precinct #4



# **ECTOR COUNTY**

## **PROCUREMENT POLICIES AND PROCEDURES**

Adopted by Ector County Commissioners' Court - April 26, 2010  
Revised July 27, 2021  
Revised May 24, 2022  
Revised July 8, 2025

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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:
  - The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
  - 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
  - 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.
  - 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.
  - Purchases under \$500 are made directly by a department. See page 11 for more details on this type of purchase.
  - 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. **\$0.00 to \$4,999:**

- Requires P-Card Purchase or an Invoice submitted to the Purchasing Department
- Does not require bids

b. **\$5,000 to \$24,999:**

- Requires 1 Quote

c. **\$25,000 to 49,999:**

- Requires 2 Quotes

d. **\$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.

e. **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 \$4,999:** These are Direct Purchases and can be ordered on a Purchase Card or an invoice may be submitted to the purchasing department.
- B. **PURCHASES \$5,000 to \$24,999:** Purchases for goods and/or services in the amount of \$4,999 to \$24,999 will require one quote unless exempted in this policy.
- C. **PURCHASES \$25,000 to \$49,999:** Purchases for goods and/or services in the amount of \$25,000 to \$49,999 will require two quotes unless exempted in this policy.
- D. **PURCHASES \$50,000 or Over:** Purchases for goods and/or services in the amount of

\$50,000 will require competitive bidding/proposal procedures.

- E. **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.

- F. **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.

- G. **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.

- H. **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.

- I. **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.
- J. **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.
  - K. **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.
  - L. **CONTRACTS:** All Contracts must be sent to the County Attorney's Office for review before being executed or sent to Commissioner's Court for approval.

## **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
• •				
• •				
• •				
• •				
• •				
• •				
• •				
• •				
• •				
• •				
• •				
• •				
• •				

**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

**TOTAL AMOUNT\$**

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

PROPOSED  
ECTOR COUNTY  
MHRC DEVELOPMENT  
TO SERVE  
400 VFW Lane

3.7199 ACRE TRACT LOCATED IN ANDREWS  
SUBDIVISION, TRACTS 88 & 89 (CARD #5),  
ECTOR COUNTY, TEXAS

for: Aaron Lerio Ortega

  
Signature

05-21-25  
Date

PREPARED BY:  
MICHAEL P. STROOPE, P.E.  
P.E. 94916 F-14806



Michael P. Stroope, P.E.  
F-14806



5/12/2025

- SHEET INDEX
1. COVER SHEET
  2. LOCATION
  3. SURVEY
  4. FLOOD PLAIN
  5. CONTOUR MAP
  6. SITE PLAN
  7. PROPOSED OSSF

MAY 2025

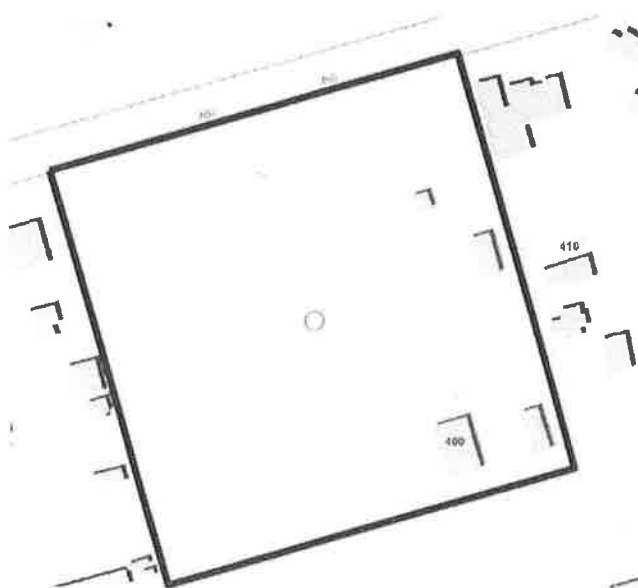
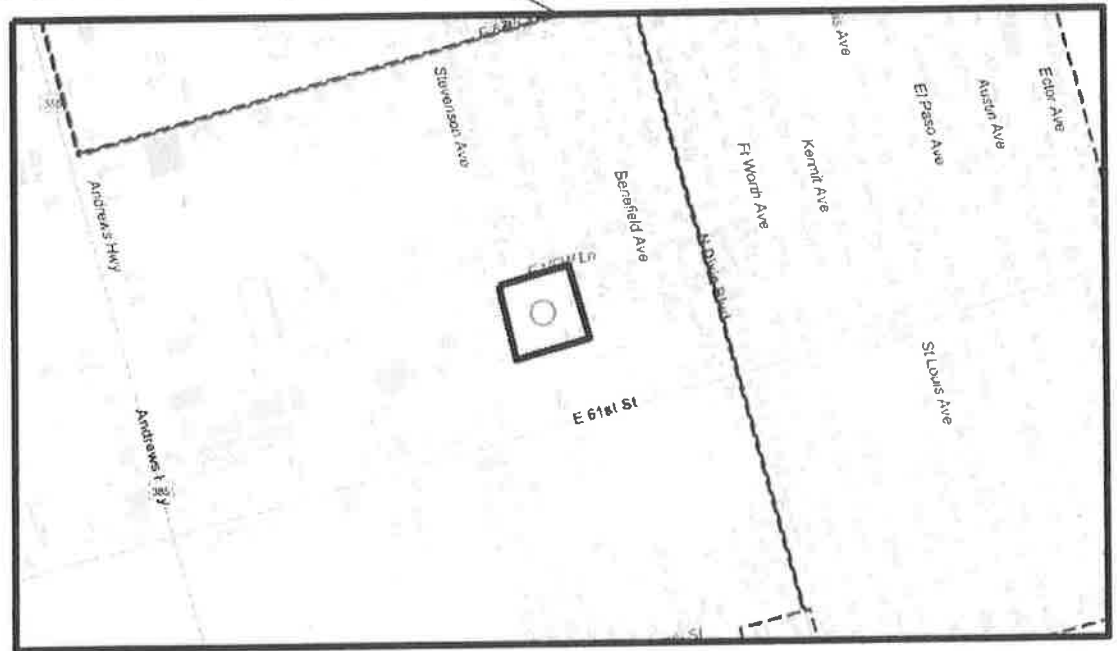
NOTE:

This plan complies with the regulations and all applicable requirements of the County's active sewer, drainage, septic or OSSF regulations, the County's active floodplain management regulations and State and Federal Law.

ECTOR COUNTY MHRC DEVELOPMENT  
Aaron Lerio Ortega  
3714 N Jackson Ave  
Odessa, TX 79762

400 VFW Lane  
3.7199 Ac Tract in Andrews  
Subdivision, Tracts 88 & 89  
(Card #85), Ector County, Texas

Michael P. Stroope, P.E.  
P.E. 94916 F-14806  
7033 101st Street  
Lubbock, TX 79424  
806-786-4940



#### Ector County Appraisal District

Q Locate to

Address(es) on this parcel:

400 E VFW LN

Plat ::

Andrews Subdivision 1st Filing

Ector County Appraisal Parcel Data

- Legal Description
  - o ANDREWS (00600)
  - o Block - 000
  - o Lot - 003
- Owner Information
  - o ORTEGA AARON LERIO
  - o 3714 N JACKSON AVE ODESSA TX 79762 7555

LOCATION

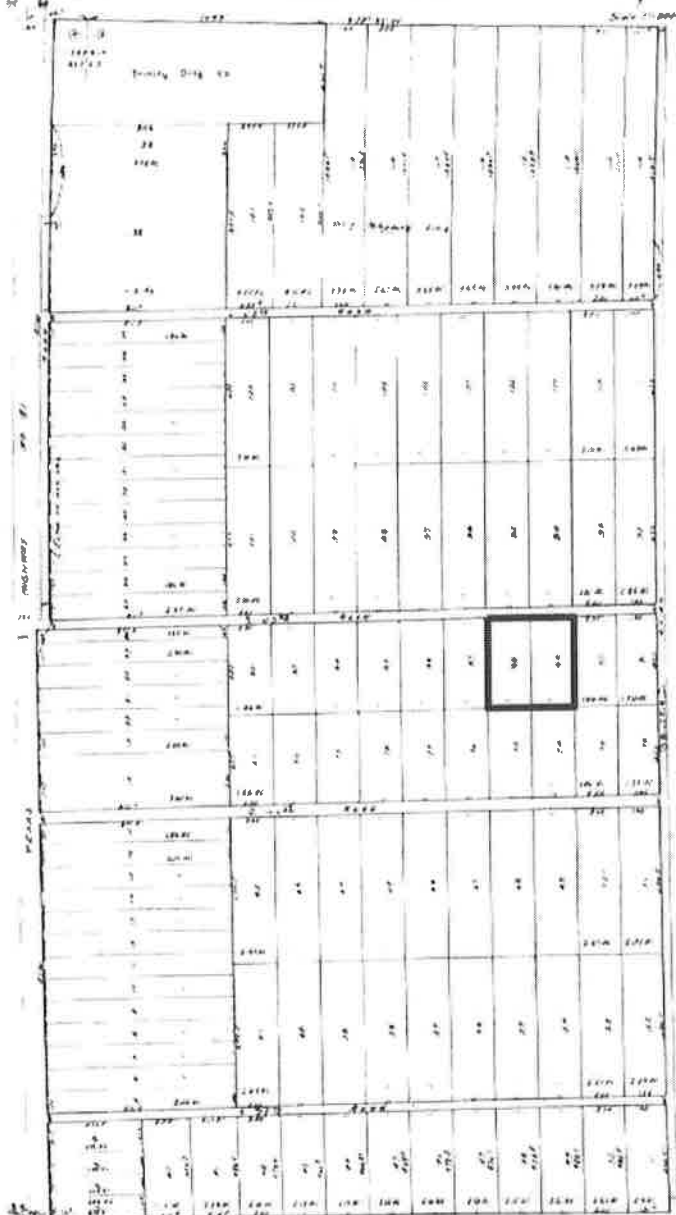
NO SCALE

ECTOR COUNTY MHRC DEVELOPMENT  
Aaron Lerio Ortega  
3714 N Jackson Ave  
Odessa, TX 79762

400 VFW Lane  
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806-786-4940

**"ANDREWS SUBDIVISION"**  
**MAP SHOWING SUBDIVISION**  
**PART OF NW 1/4 SEC 31 PART OF E 1/4 SEC. 4**  
**T106N R12E T2S**  
**ECTOR CO. TEXAS**



State of Texas  
County of Ector

I, M. P. Stroope, a Registered Professional Engineer in Texas, do hereby certify that the above plat is true and correct and that the same was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

My Comm. No. 10,100 Exp. 12/31/2010

Parcel 00600.01310.00000

**Location**  
COUNTY: ECTOR  
TOWNSHIP: 106N  
RANGE: 12E  
SECTION: 31

**Legal Description**  
ACRES: 3.7199  
TRACTS: 88 & 89  
SUBDIVISION: ANDREWS  
ECTOR COUNTY, TEXAS



**Ector CAD**  
NO SCALE

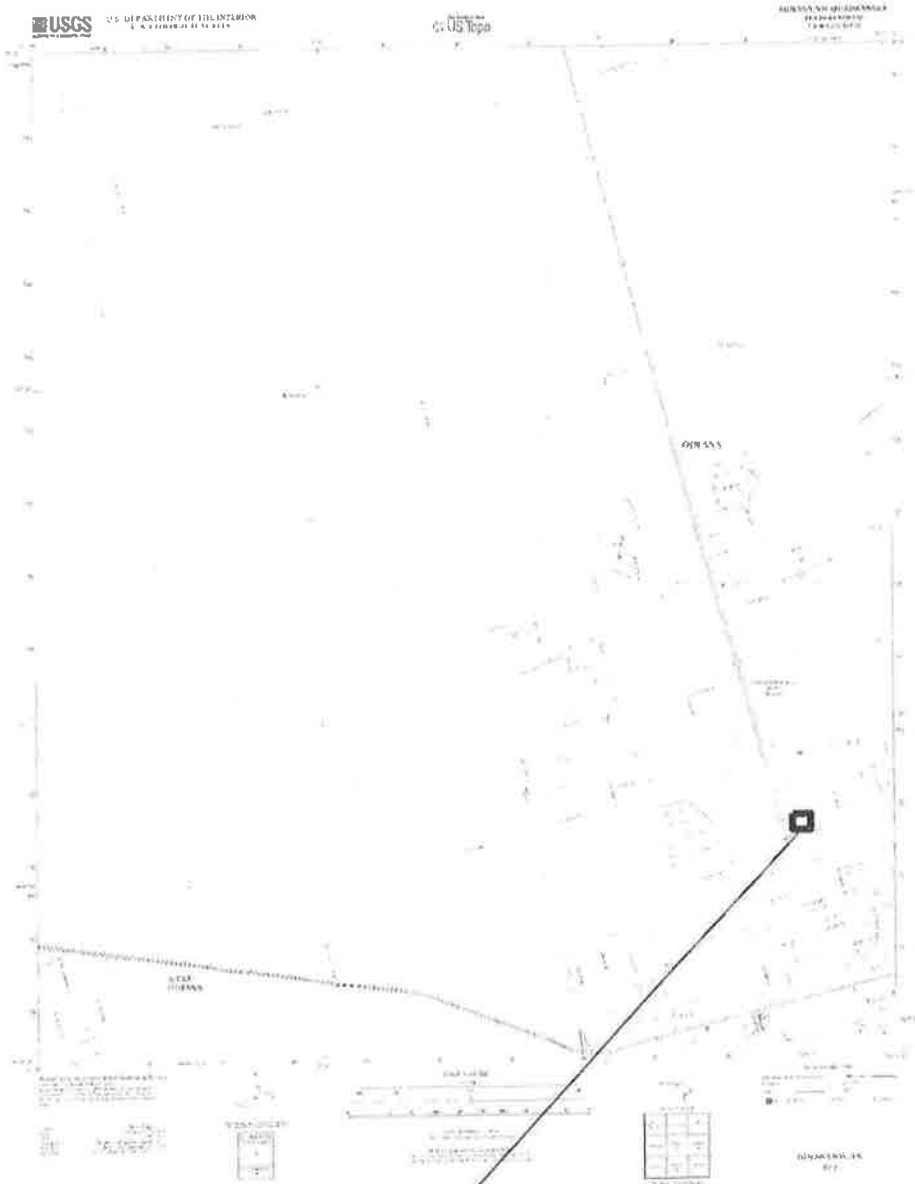
ECTOR COUNTY MHRC DEVELOPMENT  
Aaron Lerio Ortega  
3714 N Jackson Ave  
Odessa, TX 79762

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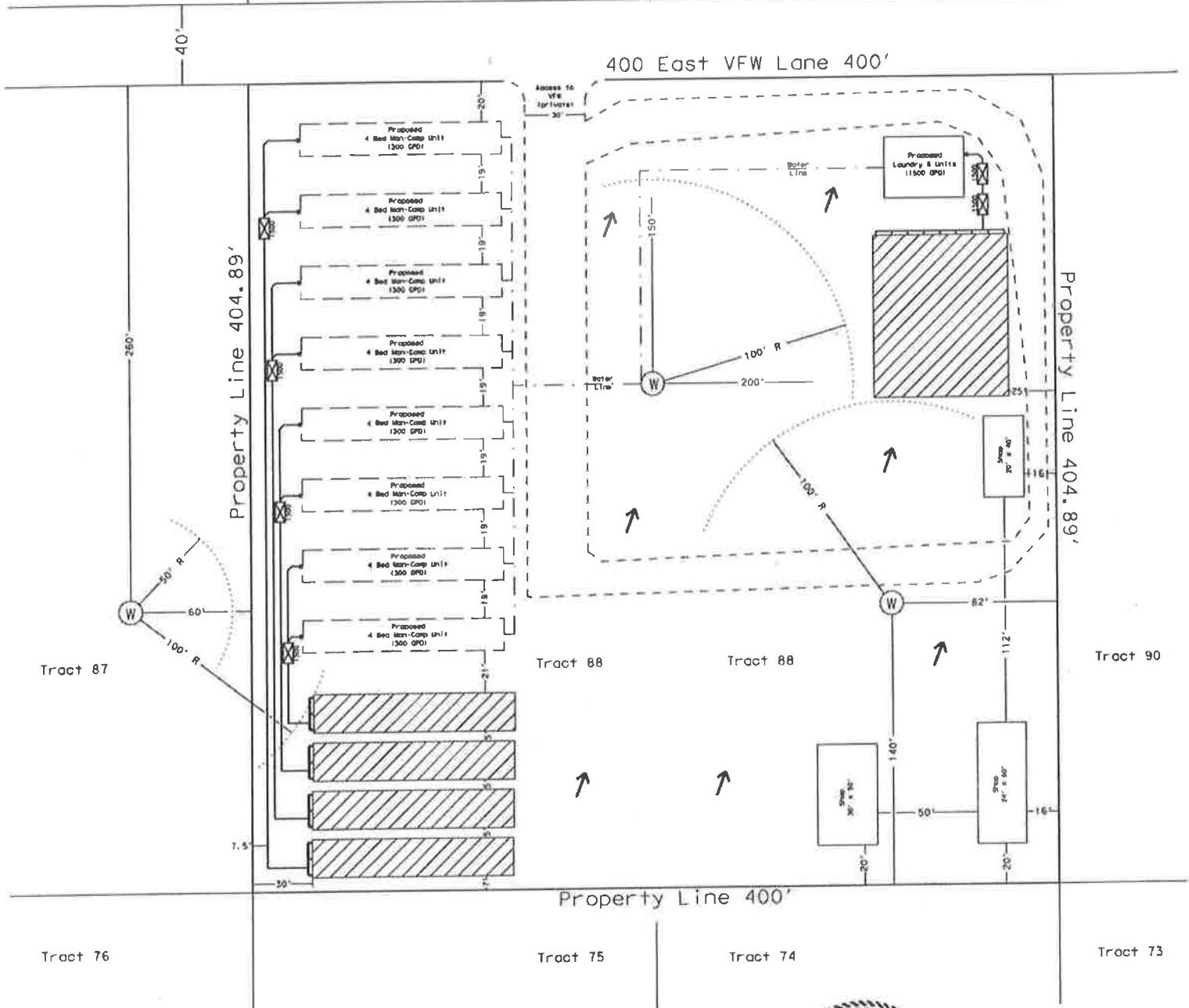


Tract 96

Tract 95

Tract 94

Tract 93



### Notes

1. Access Drives and existing and proposed roadways shall meet or exceed the Ector County design and construction requirements for subdivisions, Exhibit B: Road Standards and comply with TxDOT Standards for driveways adjacent to State Highways. This plan is not intended for driveway permitting process.
2. MHRC structures and OSSF are not located in floodplain. Improvements to the tract shall provide adequate drainage for the MHRC. The drainage requirements shall be in compliance with subdivision regulations for Ector County.



Michael P. Stroope, P.E.  
F-14806

5/12/2025

SITE PLAN

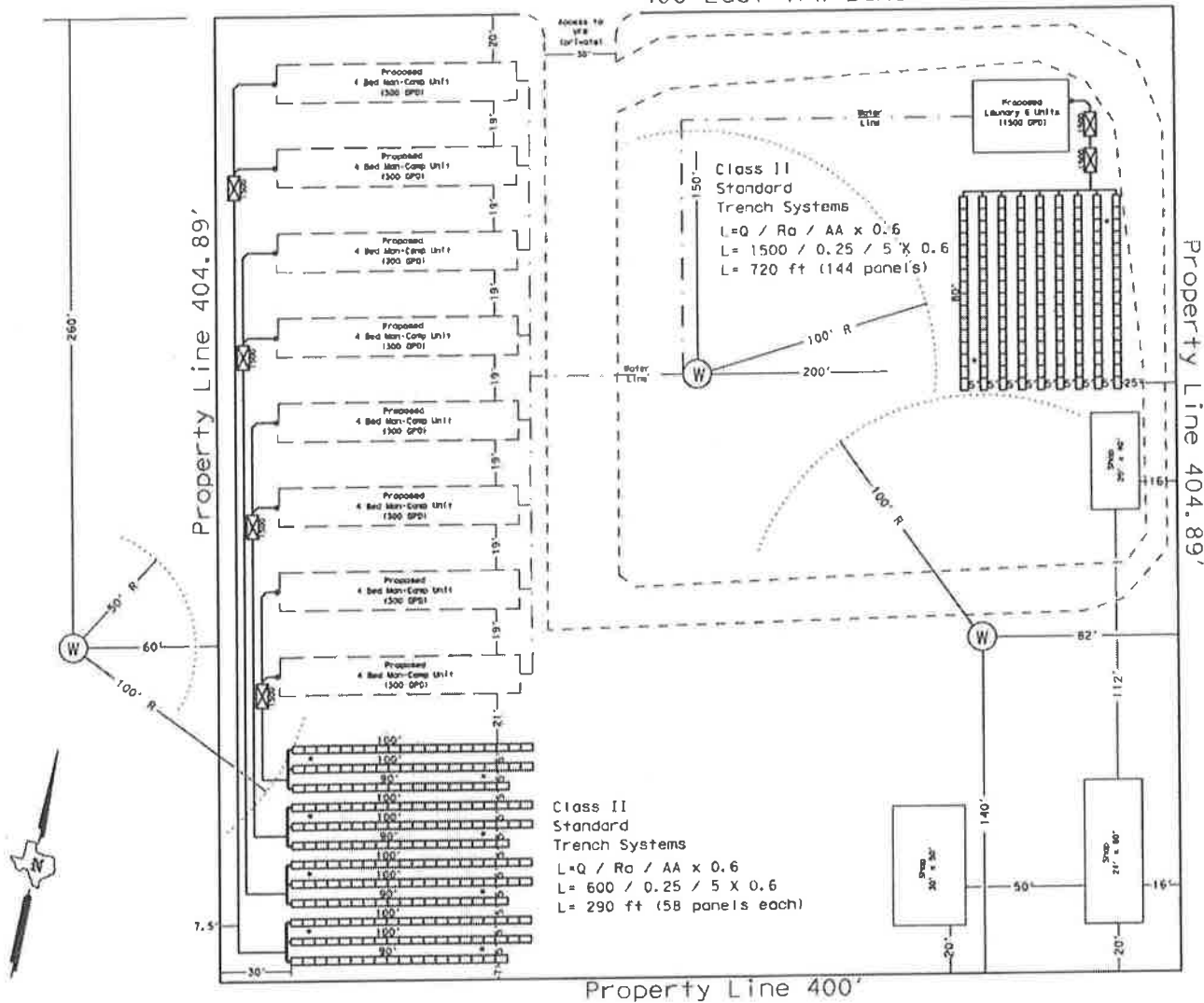
SCALE  
1" = 75'

ECTOR COUNTY MHRC DEVELOPMENT  
Aaron Lerio Ortega  
3714 N Jackson Ave  
Odessa, TX 79762

400 VFW Lane  
3.7199 Ac Tract in Andrews  
Subdivision, Tracts 88 & 89  
(Card #85), Ector County, Texas

Michael P. Stroope, P.E.  
P.E. 94916 F-14806  
7033 101st Street  
Lubbock, TX 79424  
806-786-4940

400 East VFW Lane 400'



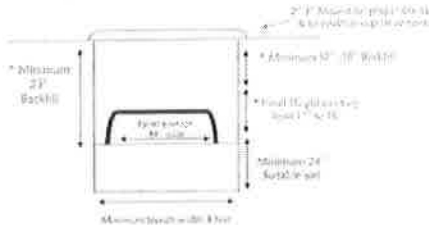
#### LAUNDRY (6 MACHINES)

1. System is based on 6 laundry units.
2. Wastewater Usage Rate (Q) = 1500 GPD.
3. Minimum Septic Tank Volume = 2875 Gallons (2-1500 Gallon Tanks)
4. The Property is served by private water well.
5. All piping shall be 4" Sch. 40 PVC unless noted as Sch. 80.
6. Soil Classification does not require soil substitution system.
7. See sizing calculations for standard class II trench system.
8. Installation of any item of this system shall be done per TCEQ OSSF regulations and/or manufacturer's recommendations.
9. Landowner to provide barriers around each system to avoid damage to system from vehicular traffic.
10. Collector line shall be encased or Sch. 80 where traffic is crossing.
11. Installation of any water services shall comply with all applicable TCEQ regulations.

#### 8-4 BDRM MAN-CAMP UNITS (4 SYSTEMS)

1. Each man-camp system is based on 2-4 BDRM units.
2. Wastewater Usage Rate (Q) = 300 GPD/unit (600 GPD / system).
3. Minimum Septic Tank Volume = 1500 Gallons (4-1500 Gallon Tanks)
4. The Property is served by private water well.
5. All piping shall be 4" Sch. 40 PVC unless noted as Sch. 80.
6. Soil Classification does not require soil substitution system.
7. See sizing calculations for standard class II trench system.
8. Installation of any item of this system shall be done per TCEQ OSSF regulations and/or manufacturer's recommendations.
9. Landowner to provide barriers around each system to avoid damage to system from vehicular traffic.
10. Collector line shall be encased or Sch. 80 where traffic is crossing.
11. Installation of any water services shall comply with all applicable TCEQ regulations.

#### CROSS SECTIONAL VIEW OF A STANDARD TRENCH



Michael P. Stroope, P.E.  
F-14806

5/12/2025

PROPOSED OSSF  
SCALE  
1" = 75'

ECTOR COUNTY MHRC DEVELOPMENT  
Aaron Lerio Ortega  
3714 N Jackson Ave  
Odessa, TX 79762

400 VFW Lane  
3.7199 Ac Tract in Andrews  
Subdivision, Tracts 88 & 89  
(Card #85), Ector County, Texas

Michael P. Stroope, P.E.  
P.E. 94916 F-14806  
7033 101st Street  
Lubbock, TX 79424  
806-786-4940



**APPENDIX/SAATS MANUAL: EXHIBIT B**  
**ECTOR COUNTY, TEXAS – MANUFACTURED HOME RENTAL**  
**COMMUNITY (MHRC) APPLICATION FORM**

DATE: 5/12/2025 COMMISSIONER PRECINCT: 1 - Gardner

PROPOSED MHRC: 400 VFW Lane \_ Ortega

TRACT SIZE AND LOCATION: 3.7199 ac tract in Andrews Subdivision

TOTAL NUMBER OF LOTS, PARKS OR SPACES: 8-4 BDRM Man-Camp Units and 6 Unit Laundry

NAME OF NEAREST PUBLIC ROAD(S): VFW Lane

CHECK ALL THAT APPLY:

☒ WATER WELL  
☐ NATURAL GAS

☐ OTHER \_\_\_\_\_  
☐ OTHER \_\_\_\_\_

OWNER/APPLICANT: Aaron Lerio Ortega

ENGINEER: Michael P. Stroope, P.E. 94916 F-14806

Address: 3714 N Jackson Ave, Odessa, TX 79762

Address: 7033 101st Street Lubbock, TX 79424

Telephone: 432-653-6062

Telephone: 806-786-4940

Email: ortegaaaron888@gmail.com Email: michaelstroope@yahoo.com

SURVEYOR: Jeffrey D Suiter, Luchini & Mertz

Address: PO Box 1963 Midland, TX 79702

Telephone: 432-684-6728

Email: \_\_\_\_\_

1. Regarding a proposed MHRC, the following documents are required to be submitted to Ector County ("County") for review at the time of the MHRC Application ("Application"): all documents required for MHRC by the active Subdivision and Manufactured Home Rental Community Regulations for Ector County, Texas ("Regulations"), the contents of which are incorporated by reference, said documents being described in the attached **Documents List for MHRC Application**. Please attach all required documents to this Application and add additional sheets, if necessary.
2. You must timely submit this Application and all required documentation to the following public office as described in the regulations: Director of Planning and Development Department for Ector County, 1010 E. 8<sup>th</sup> Street Suite #114, Odessa, Texas, 79761.

3. Will the Developer seek a variance from the Commissioner's Court?

☐ Yes ☒ No. If Yes, identify and describe all issues to support the variance requested pursuant to the Regulations and attach all supporting documents to this Application, including an estimate of the cost of items requested, if any.

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4. Will any land, improvements, roads, streets, utility or transportation infrastructure, or facilities be dedicated to public use?

☐ Yes ☒ No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those dedicated improvements, infrastructure, or facilities. Proof of ownership of any off-site dedications or easements associated with the plat are required.

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5. Will the MHRC require a permit or other approval by another government or private entity?

☒ Yes ☐ No. If Yes, identify all such entities and attach copies of any active permits obtained from those entities for the proposed development:

Ector County Health Department OSSF

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6. Is the proposed development located in an area of special flood hazard or floodway described by federal or state data sources, including a FEMA floodplain map?

☒ Yes ☐ No. If Yes, identify all areas of special flood hazard or floodways in which all or part of the proposed development is located and provide elevation certificate:

AE

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7. Will the MHRC be served by private water (including groundwater or surface water) facilities or wastewater (including septic or OSSF) facilities?

☒ Yes ☐ No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities:

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8. Will the MHRC be served by a public water or sewer system?

☐ Yes ☒ No. If Yes, identify the public service suppliers and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities.

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9. Have you paid all permit fees required by the County or other government of private entity for the proposed development?

☒ Yes ☐ No. If No, please explain why you have not done so:

---

10. Does a delinquent tax liability or tax lien exist on the real property being subdivided?

☐ Yes ☒ No. If Yes, please identify those matters and attach documents from the appropriate governmental taxing entity describing the tax delinquency or lien:

---

If NO, attach a Tax Certificate from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed development.

11. Please note the following:

(a) Pursuant to the definition of a "Manufactured Home" in § 2.1(C)(21) of the Regulations, please identify with specificity the number, type, and construction characteristics of the manufactured homes to be placed in the proposed MHRC development site:

---

(b) Pursuant to the definition of a "Manufactured Home Rental Community" in § 2.1 (C)(22) of the Regulations, please identify:

i. the contract terms of the lease or rental agreements proposed for the MHRC development site, and attach a blank copy of such an agreement, if available:

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ii. whether a rental or lease agreement with a contract term of more than 60-months, or a purchase option contract of any length, will be used to support an occupancy agreement for a lot, space, or divided part in the MHRC development site: \_\_\_\_\_

\_\_\_\_\_ ; and

- iii. whether fee simple or other title to a lot, space, or other divided part in the MHRC development site will be sold, granted, or conveyed by deed, contract for deed, or other executory contract to a willing buyer, donee, or other grantee:
- \_\_\_\_\_
- \_\_\_\_\_

**I, THE OWNER/APPLICANT NAMED BELOW, CERTIFY THE FOLLOWING:**

I have read the active Subdivision and Planning and Development Regulations for Ector County, Texas. All documents required by the regulations have been prepared by me or on my behalf and are attached to this application, including full payment to the County, by cashier's check or money order, for all required fees.

  
\_\_\_\_\_  
**Owner/Applicant Signature**

Printed Name: Aaron Ortega

Title: Owner

Date: 05-21-25

**Receipt by County**

Received By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Ector County, Texas

Date: \_\_\_\_\_

**DOCUMENT LIST FOR MHRC APPLICATION**

The following documents shall be submitted with the MHRC Application Form, as required by the Regulations:

- (a) ☒ a complete and executed MHRC Application in compliance with the Regulations, with all required documents and payment of fees;
- (b) ☒ a proposed infrastructure development plan ("Plan") as described by the Regulations, which is fully executed, certified, and acknowledged by the proper parties (including the Developer and its engineer and surveyor) designated in the Regulations – but excluding from compliance at MHRC Application submission the following matters (i) the signatures, acknowledgements, and/or certifications of the County's representatives, and (ii) the filing or recordation of the Plan;

- (c) ☐ a proposed Plan and all supporting documents describing and demonstrating compliance with the drainage, water, and wastewater requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding: (i) adequate drainage for the MHRC, including all streets or roads therein, in accordance with standard engineering practices; (ii) necessary drainage culverts and other drainage facilities for the MHRC; (iii) areas of the MHRC located in the floodplain; (iv) the provision of an adequate public or community water supply to the MHRC; in accordance with minimum state standards and the Regulations; (v) the location of all facilities and supply lines for said water supply in accordance with the Subchapter C, Chapter 341 of the Texas Health and Safety Code; (vi) compliance with the active regulations of Water District, if any, with territorial jurisdiction regarding all or part of the proposed MHRC development site if groundwater is the source of water for the MHRC; (vii) the provision of access of the MHRC to sanitary sewer or septic facilities and lines, in accordance with minimum state standards – and including (1) providing and identifying the location of all sanitary sewer facilities and lines and (2) providing and identifying adequate OSSF sewage facilities and line in accordance with Chapter 366 of the Texas Health and Safety Code; and (viii) compliance with the road, driveway, and road access requirements of the Regulations.
- (d) ☐ a proposed Plan and all supporting documents describing and demonstrating compliance with all land survey requirements of the Regulations, including: (i) an accurate description of the proposed MHRC boundaries, and any significant features located therein; (ii) the proposed location of all spaces, lots, or other parts of the MHRC; (iii) the proposed or existing utility, road, and drainage easements; and (iv) the dedications of easements and right-of-ways, if any;
- (e) ☐ a proposed Plan and all supporting documents describing and demonstrating compliance with the road requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding all roads to be located in the MHRC, with said roads to be constructed in compliance with the road and street standards and requirements described in these regulations for subdivisions;
- (f) ☐ a proposed Plan and all supporting documents describing and demonstrating compliance with all applicable requirements of: (i) the Regulations; (ii) state and federal law; (iii) the County's active floodplain management, sewer, drainage, septic, or OSSF regulations;
- (g) ☐ a proposed Plan and all supporting documents describing and demonstrating the Developer's knowledge of, and expressed intent to comply with the specific restrictions described in the Regulations regarding the prohibited: (i) construction and/or occupancy of the MHRC prior to issuance by the County of the MHRC compliance certificate; and (ii) provision of utility services to the MHRC subject to an infrastructure development plan, or to a manufactured home in the MHRC, unless the owner provides the utility with a copy of the MHRC compliance certificate issued by the County;
- (h) ☐ a tax certificate or other sufficient documentation from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed MHRC development;
- (i) ☐ documents showing payment of all required fees; and
- (j) ☐ documents supporting your answers to Items (1) through (11) above.

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 8th day of July 2025, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	004-980-5161	Educational Travel	2,891
FROM:	004-980-5172	Election Resources	2,891

This request is made for the following reasons:  
Amend for Conferences

APPROVED AND SIGNED this the 8th of July 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 # 21a

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 8th day of July 2025, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-140-5302	Professional Dues & Fees	25
FROM:	001-140-5161	Educational Travel	25

This request is made for the following reasons:  
Amend for Dues

APPROVED AND SIGNED this the 8th of July 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 # 21b