Ector County Commissioners' Court

June 09, 2026

10:00 AM

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

CALL TO ORDER- Judge Dustin Fawcett
INVOCATION- Commissioner Mike Gardner
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. *Donation, Mike Griffis- Sheriff:*

   To consider, discuss, and take any necessary action to approve a donation of $180,000.00 from Bustin' for Badges to the Ector County Sheriff's Office, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

3. *Donation, Julie Prentice- County Attorney, John Henderson- Commissioners' Court Attorney/Grant Writer:*

   To consider, discuss, and take any necessary action to *accept* a *donation* of a water well located upon the existing 2-acres for the South Ector Volunteer Fire Department, from Firebid Petroleum, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

4. *Salary Grievance Committee Member Appointment, Shelby Rigtrup- Public Information Officer:*

   To consider, discuss, and take any necessary action to *announce* and *appoint Salary Grievance Committee Members* for the *2026-2027 Fiscal Year Budget Cycle*, in accordance with Title 5, Chapter 152, Section 152.014, Texas Government Code, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

5. *Out-of-State Training Travel Request, Brenda Vizcaino- PSM/Pretrial Administrative Assistant:*

To consider, discuss, and take the necessary action to *approve* out-of-state travel for Shawn Callendar, PSM/Pretrial Director, and Sgt. Kenny Myers, to attend the *Annual Training IALEFI (International Association of Law Enforcement Firearms Instructors) Conference* in Palm Bay, FL, from September 27th - October 2nd, 2026, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; this training includes required TCOLE training hours, real-world insight, experience, and hands-on training.

6. *Presentation: 42nd Street and Moss Avenue Proposed Intersection Improvement Project, Claire Alvarado- Public Works Engineer:*

To consider, discuss, and take any necessary action to *receive* a *presentation* from Kimley-Horn and Associates, Inc., regarding the *42nd Street and Moss Avenue Proposed Intersection Improvement Project,* and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

7. *Health Department Location Discussion, Eunice Ibarra- Health Department Secretary:*

To consider, discuss, and take any necessary action regarding the future location of the Ector County Health Department including a presentation of the options to the Commissioners' Court, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

AWARD OF BIDS/PROPOSALS

8. *Request for Proposals Specifications: Inmate Communication, Commissary, and Mail Services- RFP No. 2026-RFP-114, Andrea Moralez- Purchasing Agent, Eddie Mancha- Chief Deputy:*

To consider, discuss, and take any necessary action to *approve* the *Request for Proposals Specifications* for the *Inmate Communication, Commissary, and Mail Services- RFP No. 2026RFP-114*, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; these specifications have been designed by the Sheriff's Department and the Purchasing Department, and are ready to advertise and distribute to vendors upon approval from the Commissioners' Court.

9. *Invitation for Bid Specifications: Ector County Public Works Trucking/Hauling Services- IFB No. 2026-IFB-113, Andrea Moralez- Purchasing Agent, Jeffrey Avery- Public Works Director:*

To consider, discuss, and take any necessary action to *approve* the *Invitation for Bid Specifications* for *Ector County Public Works Trucking/Hauling Services- IFB No. 2026-IFB-113,* and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; these specifications have been designed by the Public Works Department and the Purchasing Department, and are ready to advertise and distribute to vendors upon approval from the Commissioners' Court.

CONTRACTS/AGREEMENTS/GRANTS

10. *Contract Renewal: PermiaCare Mental Health Deputy Services, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action to *approve* a *Contract Renewal* by and between Ector County, Texas, and PermiaCare *for Mental Health Deputy Services,* and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

11. *Contract Renewal: PermiaCare Jail Based Mental Health Services, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action to *approve* a *Contract Renewal* by and between Ector County, Texas, and PermiaCare *for Jail Based Mental Health Services,* and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

12. *Unclaimed Property Capital Credits Request Application, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve* an application for *Unclaimed Property Capital Credits for Counties*, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

13. *West Odessa Water Project Agreement: Amendment No. 1, Jeffrey Avery- Public Works Director, Claire Alvarado- Public Works Engineer:*

To consider, discuss, and take any necessary action to *approve Amendment No. 1* to the *Agreement* for the *West Odessa Water Project* by and between Ector County, Texas, and Kimley-Horn and Associates, Inc., and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

14. *Agreement Amendment 001: Parkhill, Shelby Rigtrup- Public Information Officer:*

To consider, discuss, and take any necessary action to *approve Amendment 001* to the *Agreement for Professional Services Agreement* dated September 11th, 2024, for *Owner's Representative Services for New Courthouse*, by and between Ector County, Texas, and Parkhill, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

PERSONNEL REQUESTS

15. *Personnel Hiring Request, Aaron Martin- Coliseum Director:*

To consider, discuss, and take any necessary action to *approve* hiring a Maintenance Technician for the Ector County Coliseum at a Step 5, hourly rate of $18.65, as the individual being considered has been working at the Coliseum through a temporary staffing agency and has demonstrated strong performance and reliability in the position, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; this position is currently budgeted at $18.84 so no budget amendment is necessary.

DEVELOPMENT SERVICES

16. *MHRC Development Proposal Application: 2765 N. Falomir Avenue, Jocelyn Ramos- Development Services Permit Technician:*

To consider, discuss, and take any necessary action to *approve* an *MHRC Development Proposal Application* to serve 2765 N. Falomir Avenue, Precinct #1, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

17. *MHRC Development Proposal Application: 2861 N. Star Avenue, Jocelyn Ramos- Development Services Permit Technician:*

To consider, discuss, and take any necessary action to *approve* an *MHRC Development Proposal Application* to serve 2681 N. Star Avenue, Precinct #1, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item

CONSENT AGENDA

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

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

18a.) Line-Item Transfer- Sheriff's Office:

To consider, discuss, and take any necessary action to *approve* a *line-item transfer* to General Fund, Sheriff's Office, Contract Services, 001-360-5309 from Radio Repairs & Maintenance for $10,000.00, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

BUDGET/FINANCIAL

19. *Budget Amendment Request: Sheriff's Office, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve* a *budget amendment* to General Fund, Sheriff's Office, Special Departmental Equipment, 001-360-5507 for $15,000.00, and to Donated Revenues, 001-4171 for $15,000.00, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

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

To consider, discuss, and take any necessary action to *approve* a *budget amendment* to General Fund, Non- Departmental, Operating Transfer Out, 001-950-5801 from Unreserved Fund Balance, 001-3310 for $1,432,000.00, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

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

To consider, discuss, and take any necessary action to *approve* a *budget amendment* to Coliseum Capital Fund, Improvements & Construction, 043-860-5509 for $1,432,000.00, and to Operating Transfer In, 043-4801 for $1,432,000.00, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

22. *Budget Amendment Request: Coliseum Capital, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve* a *budget amendment* to Coliseum Capital Fund, Improvements & Construction, 043-860-5509 from Unreserved Fund Balance, 043-3310 for $2,568,000.00, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

23. *Annual Comprehensive Financial Report, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve* and *accept* the *Annual Comprehensive Financial Report* for the year ending September 30th, 2024, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

24. *PCCO #001 Approval Request: Juvenile Justice Center Project, Shelby Rigtrup- Public Information Officer:*

To consider, discuss, and take any necessary action to *approve Prime Contract Change Order (PCCO) #001: Internal Reallocation #1,* for the Juvenile Justice Center Project, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

25. *Financials Statements & Reports, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve* the *Accounts Payable Fund Requirements Report* for June 9th, 2026, and review County financial statements and reports.

EXECUTIVE SESSION

26. *Legal Matters & Real Estate, Dustin Fawcett- Ector County Judge:*

To consider, discuss, and take any necessary action regarding *legal matters* pursuant to Title 5, Chapter 551, Section 551.071, Texas Government Code, and regarding *real estate* pursuant to Title 5, Chapter 551, Section 551.072, Texas Government Code, in relation to property discussions with the City of Odessa, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

27. *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 Hawk", and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

ADJOURN

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

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

Posted on June 03, 2026At 04:00 PM

Jennifer Martin
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.

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.

X Dustin Fawcett

Dustin Fawcett
Ector County Judge

ATTEST:

X Jennifer Martin

Jennifer Martin
County Clerk

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

Kimley»Horn

MEMORANDUM

To: Ector County

From: Jesus J. Saenz, P.E.

Kimley-Horn and Associates, Inc.

Date: November 18, 2025

Subject: ***42nd Street and Moss Avenue Proposed Intersection Improvement***

Dear Ector County,

This memorandum summarizes the assumptions and analysis for applicability of a proposed intersection improvement for the intersection of 42nd Street and Moss Avenue. The exhibit supplementing this memorandum displays the conceptual design of the roundabout.

1. INTERSECTION CONTROL EVALUATION AND CAPACITY ANALYSIS

Two separate Federal Highway Administration tools were utilized in this analysis for intersection control and capacity evaluation. It is important to note that the capacity tool should not serve the purpose of ranking intersection types, rather, to provide a high-level view of applicability for different intersection types. It is also important to note that several intersection types were disqualified from this analysis due to spatial or functional constraints. Those disqualified include Continuous Green T, Quadrant Roadway, Partial Displaced Left Turn, Displaced Left Turn, Signalized Restricted Crossing U-Turn, Unsignalized Restricted Crossing U-Turn, Median U-Turn, Partial Median U-Turn, Bowtie, Split Intersection, Mini Roundabout, 3x3 Roundabout, and Grade Separated.

FHWA Capacity Analysis for Planning of Junctions (CAP-X) Tool

Assumptions:

- The analysis was conducted using default settings in the CAP-X tool.
- Intersection types deemed inapplicable to this intersection were not analyzed (reasoning provided in the conclusion).
- The highest average daily traffic counted and dated from 8/28/2025 to 9/29/2025 was used to represent AADT.
- A K factor (proportion of daily traffic in the peak hour) of 10% or 0.10 was applied to each of the daily traffic leg counts to obtain the peah hour volumes.
- Proportional distributions for each turning movement were approximated since only the total approach volumes were provided.

- A yearly growth factor of 5% over the first 5 years and 2% over the remaining 15 years of the 20-year design life was applied for the design year peak hour.
    - This assumption is based on recent TxDOT TCDS traffic growth for the conservative initial 5-year projections, then general population growth in the area for the remaining 15 years.
- Only one peak hour assumption was analyzed, in the absence of AM and PM hourly traffic count breakdowns.

Figure 1 shows the opening year (2025) peak hour volumes for the intersection of 42nd Street and Moss Avenue and Figure 2 shows the growth adjusted design year (2045) peak hour volumes for the intersection of 42nd Street and Moss Avenue.

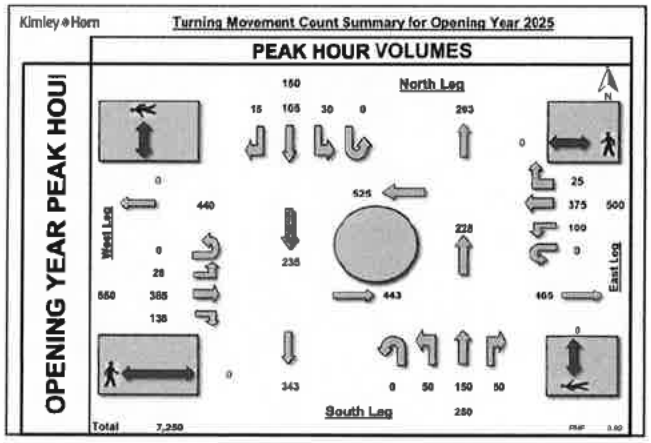


Figure 1 – Opening Year (2025) Peak Hour Volumes

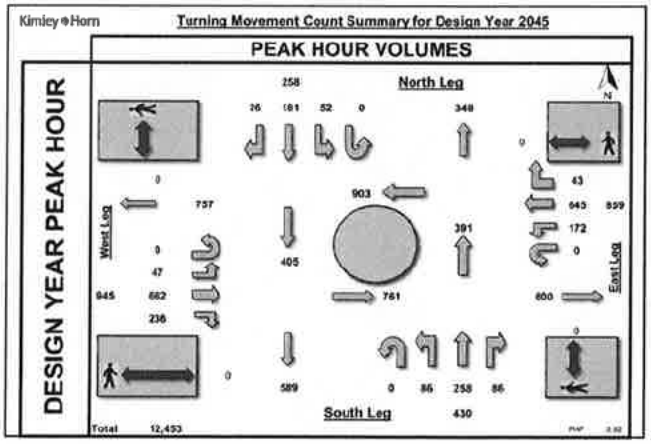


Figure 2 – Design Year (2045) Peak Hour Volumes

Results:

Figure 3 shows results of the opening year (2025) CAP-X tool and Figure 4 shows the results of the design year (2045) CAP-X tool, with the assumptions outlined previously.

Capacity Analysis for Planning of Junctions

Detailed Results Worksheet

		Estimated Volume-to-Capacity Ratio			
Project Name:	42nd and Moss Intersection Improvement	Number of Configurations			
Project Number:	-		0.750 - 0.875	0.875 - 1.00	≥ 1.00
Location	Ector County, Texas				
Date	October 23, 2025	4	0	0	0

Results for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Zone 1 (North)		Zone 2 (South)		Zone 3 (East)		Zone 4 (West)		Zone 5 (Center)		Overall v/c Ratio	Pedestrian Accommodations	Bicycle Accommodations	Transit Accommodations
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C				
Traffic Signal	FULL									612	0.36	0.36	4.64	4.49	
Two-Way Stop Control	E-W									-	>10	>10	2.08	3.74	
All-Way Stop Control	FULL									1783	0.99	0.99	3.37	4.49	

Results for Roundabouts

TYPE OF ROUNDABOUT	Zone 1 (North)			Zone 3 (East)			Zone 2 (South)			Zone 4 (West)			Overall v/c Ratio	Pedestrian Accommodations	Bicycle Accommodations	Transit Accommodations
	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3				
1 X 1	0.26			0.68			0.39			0.61			0.68	5.28	4.62	
1NS X 2EW	0.24			0.32	0.36		0.37			0.29	0.33		0.37	4.97	4.54	
2 X 2	0.13	0.13		0.31	0.32		0.19	0.20		0.34	0.36		0.36	4.68	4.41	

Figure 3 – Results of Opening Year (2025) CAP-X Tool

Capacity Analysis for Planning of Junctions

Detailed Results Worksheet

Project Name:	42nd and Moss Intersection Improvement	Estimated Volume-to-Capacity Ratio			
Project Number:	-	Number of Configurations			
Location	Ector County, Texas	[illegible]	(0.750 - 0.875)	0.875 - 1.00	≥ 1.00
Date	October 23, 2025	1	0	1	2

Results for Non-roundabout Intersections

TYPE OF INTERSECTION	Sheet	Zone 1 (North)		Zone 2 (South)		Zone 3 (East)		Zone 4 (West)		Zone 5 (Center)		Overall v/c Ratio	Pedestrian Accommodations	Bicycle Accommodations	Transit Accommodations
		CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C	CLV	V/C				
Traffic Signal	FULL									1053	0.62	0.62	4.64	4.49	
Two-Way Stop Control	E-W									--	>10	>10	2.03	3.74	
All-Way Stop Control	FULL									3064	1.70	1.70	3.37	4.49	

Results for Roundabouts

TYPE OF ROUNDABOUT	Zone 1 (North)			Zone 3 (East)			Zone 2 (South)			Zone 4 (West)			Overall v/c Ratio	Pedestrian Accommodations	Bicycle Accommodations	Transit Accommodations
	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3	Lane 1	Lane 2	Lane 3				
1X1	0.72			1.43			1.00			1.27			1.43	5.17	4.58	
1NS X 2EW	0.62			0.67	0.75		0.89			0.60	0.67		0.89	4.86	4.50	
2X2	0.33	0.33		0.63	0.65		0.47	0.47		0.71	0.73		0.73	4.57	4.33	

Figure 4 – Results of Design Year (2045) CAP-X Tool

Summary:

- Opening Year (2025)
  - Intersections showing under 1.0 v/c ratio include Traffic Signal, All-Way Stop Control, 1x1 Roundabout, 1x2 Roundabout, and 2x2 Roundabout.
  - Of these intersection types, the highest pedestrian accommodations are seen with respect to a 1x1 Roundabout.
- Design Year (2045)
  - Intersections showing under 1.0 v/c ratio include Traffic Signal, 1x2 Roundabout, and 2x2 Roundabout.
  - Of these intersection types, the highest pedestrian accommodations are seen with respect to a 1x2 Roundabout.

FHWA Safety Performance for Intersection Control (SPICE) Tool

Assumptions:

- No changes were made to the default settings with respect to calibration of Safety Performance Factors (SPFs) or Crash Modification Factors (CMFs).
- Any volume assumptions from the CAP-X analyses followed through for this analysis.

Results:

Figure 5 shows the results of the SPICE tool with the assumptions outlined previously.

Safety Performance for Intersection Control Evaluation Tool

Results

Summary of crash prediction results for each alternative

Project Information

Project Name:	42nd and Moss Intersection Improvement	Intersection Type	At-Grade Intersections
Intersection:	42nd St and Moss Ave	Opening Year	2025
Agency:	Ector County	Design Year	2045
Project Reference:	-	Facility Type	On Urban and Suburban Arterial
City:	Odessa	Number of Legs	4-leg
State:	Texas		
Date:	11/11/2025		
Analyst:	Jesus J. Saenz, P.E.		

Crash Prediction Summary

Control Strategy	Crash Type	Opening Year	Design Year	Total Project Life Cycle	AADT Within Prediction Range?
1-lane Roundabout	Total	0.28	0.46	7.76	N/A
	Fatal & Injury	0.11	0.19	3.16	
2-lane Roundabout	Total	1.02	1.71	28.57	N/A
	Fatal & Injury	0.16	0.28	4.60	
Minor Road Stop	Total	1.26	2.11	35.28	No
	Fatal & Injury	0.49	0.88	14.38	
All Way Stop	Total	No SPF	No SPF	No SPF	N/A
	Fatal & Injury	No SPF	No SPF	No SPF	
Traffic Signal	Total	1.57	3.02	47.83	Yes
	Fatal & Injury	0.51	1.02	15.92	

Figure 5 - Results of SPICE Tool

Summary:

- The 1-lane and 2-lane Roundabout control strategies show lowest Total and Fatal & Injury crash predictions.
- The Minor Road Stop control strategy shows 4x crash predictions for opening and design year when compared to the 1-lane Roundabout, with Traffic Signal showing even higher.

2. CRASH RECORDS ANALYSIS

Crash records were collected from TxDOT's Crash Record Information System (CRIS) for 2025. Recent intersection improvements were completed sometime in late 2024, meaning any crash data recorded prior to the completion of improvements would not necessarily represent the current conditions of the intersection. In 2025 alone, 2 possible injuries have been recorded. In total 8 crashes have been recorded, involving 17 units and 23 people.

Manner of collision and contributing factors:

- 6 of the 8 crashes are attributed to angle collisions.
- 5 of the 8 crashes have failure to yield right of way as the contributing factor.
- 3 of the 8 crashes have turned when unsafe as the contributing factor.

The CRIS information used for this analysis can be found in Table 1.

Table 1 – Crash Records at 42nd Street and Moss Avenue – Year 2025

Crash ID	Crash Year	Crash Severity	Manner of Collision
20679511	2025	N - NOT INJURED	SAME DIRECTION - ONE STRAIGHT-ONE RIGHT TURN
20707027	2025	N - NOT INJURED	ANGLE - BOTH LEFT TURN
20852474	2025	C - POSSIBLE INJURY	ANGLE - ONE STRAIGHT-ONE LEFT TURN
20971740	2025	N - NOT INJURED	ANGLE - ONE LEFT TURN-ONE STOPPED
20963633	2025	N - NOT INJURED	ANGLE - BOTH GOING STRAIGHT
21045486	2025	C - POSSIBLE INJURY	ANGLE - ONE STRAIGHT-ONE LEFT TURN
21086929	2025	N - NOT INJURED	OPPOSITE DIRECTION - ONE STRAIGHT-ONE LEFT TURN
21110199	2025	N - NOT INJURED	ANGLE - ONE STRAIGHT-ONE LEFT TURN

Conclusion

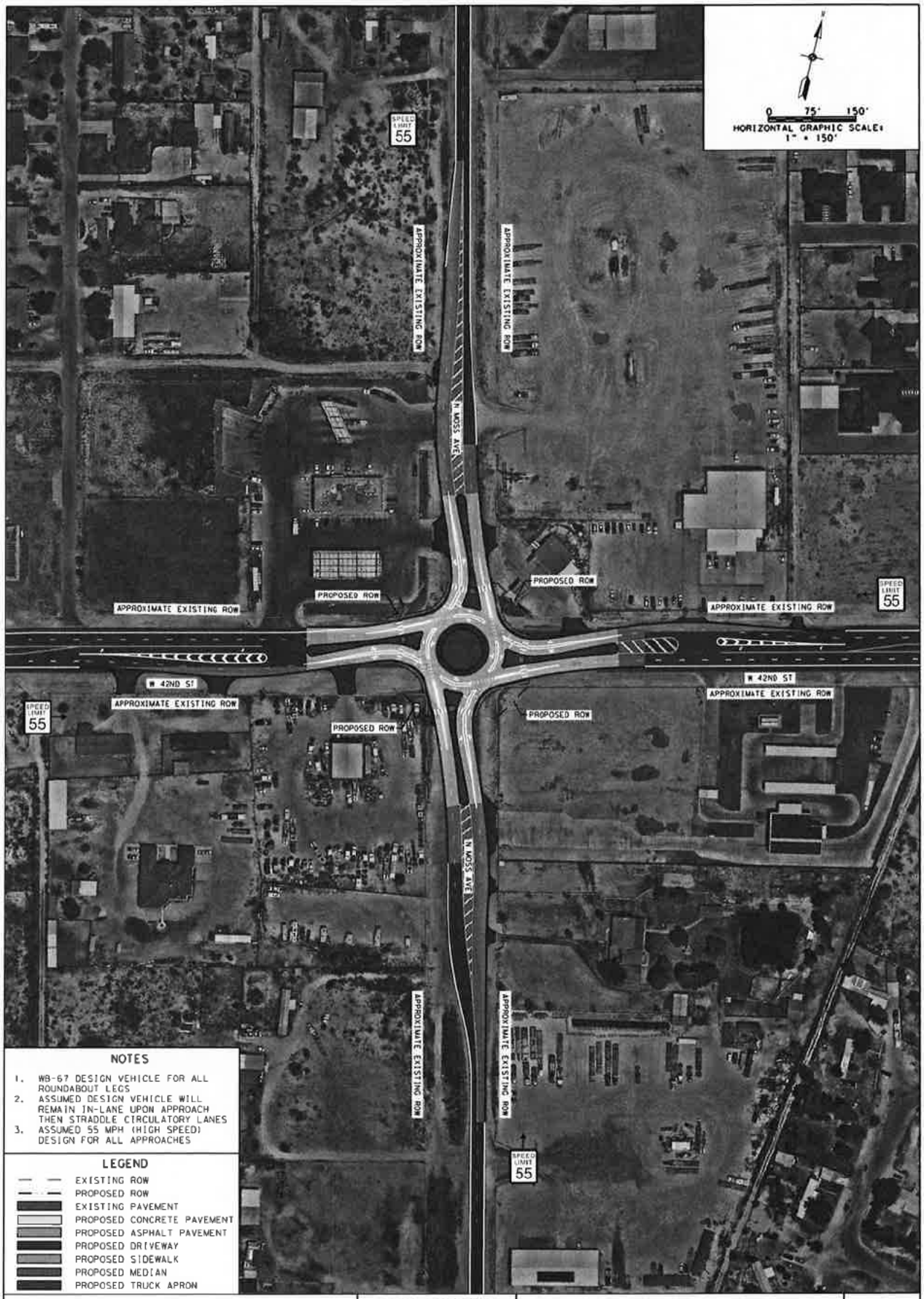
With respect to the SPICE Tool, the 1x1 Roundabout shows the lowest crash predictions and the 2x2 Roundabout is a very close second. The 2x2 Roundabout passes the CAP-X capacity analysis. It is important to reiterate that the CAP-X is not a ranking tool. An important take-away from these tools is the applicability of the intersection types. **At a high level (without traffic studies and simulations) CAP-X analysis shows a roundabout is considered an acceptable design operationally, and SPICE analysis shows it results in the highest safety benefits for the intersection of 42nd Street and Moss Avenue.** Lane continuity is recommended to be maintained in the proposed design. A conceptual roundabout layout with 2 lanes East-West and 2 lanes North-South is proposed (2 X 2 as shown in the CAP-X Tool summary). The proposed Right-of-Way (ROW) clips shown in the exhibit allow for intersection sight distance to be maintained at each approach to the roundabout. The concept of the proposed roundabout is included as an appendix to this memorandum.

Crash records for this intersection show a history of angle collisions, with failure to yield right-of-way and turning when unsafe as contributing factors. As shown in the SPICE analysis, predicted crashes reduce drastically with the implementation of a roundabout. A high-level estimate of construction costs was developed for the roundabout concept shown in the exhibit. This estimate accounts for roadway construction, excluding any additional cost for ROW acquisition. The high-level estimate of construction costs is expected to be approximately $3,813,982. This estimate accounts for a mix of asphalt and concrete pavement types as shown in the exhibit. The high-level quantities and assumed unit prices are included as an appendix to this memorandum.

Very truly yours,

Jesus J. Saenz, P.E.

KIMLEY-HORN AND ASSOCIATES, INC.



NOTES

1. WB-67 DESIGN VEHICLE FOR ALL ROUNDABOUT LEGS
2. ASSUMED DESIGN VEHICLE WILL REMAIN IN-LANE UPON APPROACH THEN STRADDLE CIRCULATORY LANES
3. ASSUMED 55 MPH (HIGH SPEED) DESIGN FOR ALL APPROACHES

LEGEND

- EXISTING ROW
- PROPOSED ROW
- EXISTING PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED DRIVEWAY
- PROPOSED SIDEWALK
- PROPOSED MEDIAN
- PROPOSED TRUCK APRON

Kimley»Horn

F-928

Odessa

PRELIMINARY
FOR REVIEW ONLY
Not for construction, bidding, or permit purposes.
Kimley»Horn
Engineer: JESUS A. SAENZ
P.E. No. 133270 Date: 11/18/25

W 42ND ST AND N MOSS AVE

ROUNDABOUT CONCEPT EXHIBIT

11/18/25

EXHIBIT

1

Kimley»Horn

Expect More. Experience Better.

DESCRIPTION	UNITS	EST. QTY.			UNIT COST			AMOUNT			Expected Value	Variance
		Min.	Most Likely	Max.	Min.	Most Likely	Max.	Min.	Most Likely	Max.		
Mobilization	LS	0.80	1.00	1.20	$200,000.00	$250,000.00	$300,000.00	$160,000.00	$250,000.00	$360,000.00	$253,333.33	1.11E+09
Prep ROW	STA	23.20	29.00	34.80	$6,000.00	$7,500.00	$9,000.00	$139,200.00	$217,500.00	$313,200.00	$220,400.00	8.41E+08
Earthwork	CY	3,600.00	4,500.00	5,400.00	$16.00	$20.00	$24.00	$57,600.00	$90,000.00	$129,600.00	$91,200.00	1.44E+08
Removal Items	SY	11,800.00	14,750.00	17,700.00	$16.00	$20.00	$24.00	$188,800.00	$295,000.00	$424,800.00	$298,933.33	1.55E+09
Concrete Paving	SY	4,840.00	6,050.00	7,260.00	$136.00	$170.00	$204.00	$658,240.00	$1,028,500.00	$1,481,040.00	$1,042,213.33	1.88E+10
Asphalt Paving	SY	4,620.00	5,775.00	6,930.00	$104.00	$130.00	$156.00	$480,480.00	$750,750.00	$1,081,080.00	$760,760.00	1.00E+10
Driveways	SY	1,100.00	1,375.00	1,650.00	$80.00	$100.00	$120.00	$88,000.00	$137,500.00	$198,000.00	$139,333.33	3.36E+08
Curb and Gutter	LF	4,580.00	5,725.00	6,870.00	$24.00	$30.00	$36.00	$109,920.00	$171,750.00	$247,320.00	$174,040.00	5.24E+08
Sidewalk and/or Shared-Use Path	SY	220.00	275.00	330.00	$84.00	$105.00	$126.00	$18,480.00	$28,875.00	$41,580.00	$29,260.00	1.48E+07
Traffic Control (Barricades and Signage)	MO	9.60	12.00	14.40	$11,600.00	$14,500.00	$17,400.00	$111,360.00	$174,000.00	$250,560.00	$176,320.00	5.38E+08
Drainage (10% of Paving)	LS	0.80	1.00	1.20	$142,340.00	$177,925.00	$213,510.00	$113,872.00	$177,925.00	$256,212.00	$180,297.33	5.63E+08
Pavement Markings and Signage (5% of Paving)	LS	0.80	1.00	1.20	$71,170.00	$88,962.50	$106,755.00	$56,936.00	$88,962.50	$128,106.00	$90,148.67	1.41E+08
Illumination (5% of Paving)	LS	0.80	1.00	1.20	$71,170.00	$88,962.50	$106,755.00	$56,936.00	$88,962.50	$128,106.00	$90,148.67	1.41E+08
Landscaping (2% of Paving)	LS	0.80	1.00	1.20	$28,468.00	$35,585.00	$42,702.00	$22,774.40	$35,585.00	$51,242.40	$36,059.47	2.25E+07
Erosion Control (1.5% of Paving)	LS	0.80	1.00	1.20	$21,351.00	$26,688.75	$32,026.50	$17,080.80	$26,688.75	$38,431.80	$27,044.60	1.27E+07
Utility Adjustments (Water and Sewer - Minor) (1% of Paving)	LS	0.80	1.00	1.20	$14,234.00	$17,792.50	$21,351.00	$11,387.20	$17,792.50	$25,621.20	$18,029.73	5.63E+06
Sub-Total (Program and Planning Base Items)											**$3,627,521.80**	**3.48E+10**
Total Contingency = P (50%)											**$186,460.09**	**-**
TOTAL = Base Estimate + Total Contingency											**$3,813,982.00**	**3.48E+10**

** This estimate only incorporates approximate costs for roadway improvements, excluding any costs associated with land acquisition.*

Aggressive (10% chance of NOT exceeding)	**$3,575,023.78**
Expected (50% chance of NOT exceeding)	**$3,813,982.00**
Conservative (90% chance of NOT exceeding)	**$4,052,940.22**

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

2026-RFP-114

INMATE COMMUNICATION, COMMISSARY, AND MAIL SERVICES (INCLUDING TABLET SOLUTIONS)

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 proposals should be received by the Ector County Purchasing Agent, Attn: Andrea Moralez 1010 E. 8th Street, Odessa, TX 79761 prior to the response deadline. If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope, with a return address and clearly marked "INMATE COMMUNICATION, COMMISSARY, AND MAIL SERVICES (INCLUDING TABLET SOLUTIONS)." The Respondent's firm name shall appear on the outside of the envelope.

See attached specifications and conditions

ECTOR COUNTY COMMISSIONERS COURT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY RFP

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.

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.

Table of Contents

INMATE COMMUNICATION, COMMISSARY, AND MAIL SERVICES (INCLUDING TABLET SOLUTIONS)

2026-RFP-114

1. INTRODUCTION .....
2. GENERAL CONDITIONS .....
3. PURCHASE PROVISIONS .....
4. GENERAL PROVISIONS .....
5. SPECIFICATIONS .....
6. VENDOR QUESTIONNAIRE .....
7. EVALUATION .....

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 at (432) 498-4020 or at 1010 E. 8th Street, Room 110, Odessa, Texas, 79761 and request the missing information, or upon request e-mail

andrea.moralez@ectorcountytx.gov; or on the Ector County website: https://www.co.ector.tx.us/page/ector.Bids.

Ector County assumes no responsibility for omissions or duplications because of the arrangement of the proposal documents conditions and/or specifications.

1. INTRODUCTION

1.1. TIMELINE

Specifications approved by Commissioners Court:	June 9, 2026
1st Advertisement:	June 13, 2026
2nd Advertisement:	June 20, 2026
Questions Due:	July 3, 2026, 5:00pm
Questions Answered:	July 10, 2026, 5:00pm
Proposal Due/Proposal Opening:	July 17, 2026, 2:00pm

1.2. SUMMARY

Ector County is requesting proposals on INMATE COMMUNICATION, COMMISSARY, AND MAIL SERVICES (INCLUDING TABLET SOLUTIONS). Sealed or Electronic Proposals addressed to Ector County Purchasing Agent, Andrea Moralez will be received by 2:00 pm CST on Friday, July 17, 2026. Any proposals received after proposal closing time will not be accepted.

All proposals should be received either electronically, or at the location below by the deadline. If the Proposer chooses to submit a Hard copy, it must be delivered in a sealed envelope with a return address and clearly marked "INMATE COMMUNICATION, COMMISSARY, AND MAIL SERVICES (INCLUDING TABLET SOLUTIONS)" The Proposer's firm name shall appear on the outside of the envelope.

Deadline for proposal submission is 2:00 pm CST on Friday, July 17, 2026. Location for hard copy submittal is Ector County Purchasing Department, 1010 E 8th Street, Suite 110, Odessa, TX 79761.

1.3. OPENGOV ONLINE PROCUREMENT

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
Phone: (650) 336-7176 8AM-8PM Monday-Friday
Web: https://help.procurement.opengov.com

It is recommended vendors familiarize themselves with the OpenGov Platform prior to submission. The vendor is responsible for ensuring that all submissions are completed and successfully uploaded to the OpenGov Platform by the deadline specified in this solicitation. Late submissions due to technical issues, vendor error, corrupted files, or failure to properly utilize the eProcurement platform, will not be accepted or considered. If documents are corrupted, and/or cannot be opened within the Microsoft 365 Suite of products, the submission can be deemed as non-responsive.

1.4. PURCHASING

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

Department Head:
Andrea Moralez
Purchasing Agent
Email: andrea.moralez@ectorcountytx.gov
Phone: (432) 498-4020

2. GENERAL CONDITIONS

The Ector County Commissioner's Court is requesting Proposals from qualified vendors to INMATE COMMUNICATION, COMMISSARY, AND MAIL SERVICES (INCLUDING TABLET SOLUTIONS) 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 is to provide sufficient information to allow proposers the opportunity to propose on the requirements for INMATE COMMUNICATION, COMMISSARY, AND MAIL SERVICES (INCLUDING TABLET SOLUTIONS).

2.2. PROPOSAL INSTRUCTIONS

A. A complete proposal consists of the return of the Request for Proposal (RFP),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 be issued through the eProcurement Portal.

C. It is understood that Ector County reserves the right to accept or reject any/or all proposals and to waive any technicalities as it shall deem to be in the best interest of Ector County. Receipt of any proposal shall under no circumstances obligate Ector County to accept the lowest offer.

D. **Late Proposals**: Proposals 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 proposals; proposals 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 Proposals**: Proposals cannot be altered or amended after proposal closing. Any alteration or erasure made before proposal closing time must be initialed by signer of the proposal, guaranteeing authenticity. After the due date, proposals become the property of Ector County.

G. No oral, no email, or facsimile proposals will be considered.

H. A proposal may not be withdrawn for a period of ninety (90) days after proposal closing and proposers so agree upon submittal of their proposal.

I. **Opening of Proposals**: Proposals will be received and publicly opened at the location, date and time stated in the Timeline. Proposers, their representatives, and interested persons may be present.

J. **Confidentiality**: All information disclosed by Ector County to the successful proposer for the purpose of the work to be done or information that comes to the attention of the successful proposer during the course of performing such work is to be kept strictly

confidential. **Trade secrets and such confidential information contained in the proposal and identified as such by the proposer shall not be disclosed at any time, unless required by law.**

K. **Preparation of Response to Proposal**: Proposers are required to submit a complete solution that satisfies all requirements. Each proposal 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 proposal not conforming to the specifications may be rejected.

L. **Contract**: This proposal and submitted documents, when properly accepted by Ector County shall constitute a contract equally binding between the successful proposer and Ector County. No different additional terms will become part of this contract with the exception of a 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 proposer 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 proposal.

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. Proposals on equal items of like quality will be considered if the proposal 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 proposer is proposing on the item exactly as specified.**

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

Q. By submitting a proposal, the proposer agrees to all specifications and conditions.

R. Proposer 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 proposers.

B. During the performance of this proposal, the proposer 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 proposals should be received by the Ector County Purchasing Agent, Attn: Andrea Moralez 1010 E. 8th Street, Odessa, TX 79761 prior to the response deadline. If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope, with a return address and clearly marked "2026-RFP-114
INMATE COMMUNICATION, COMMISSARY, AND MAIL SERVICES (INCLUDING TABLET SOLUTIONS)" The Respondent's firm name shall appear on the outside of the envelope.

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

E. Items invoiced will be by order unit of measure included in the specifications.

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

G. A service level of 98% must be maintained for all the proposal items.

H. 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 PROPOSER

Proposer must, at the request of the County, furnish satisfactory evidence of their ability to furnish the product and/or services in accordance with the terms and conditions of the specifications. Only proposers 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. The initial term of the contract shall be one (1) year beginning upon approval by the Ector County Commissioners Court and execution of the contract by all parties.

B. Unless terminated in accordance with the terms of the contract, the agreement may be renewed for up to two (2) additional terms of three (3) years each, under the same terms, conditions, and pricing structure, unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

C. The County has determined that a longer-term contract is in its best interest due to the substantial infrastructure investment, phased implementation requirements, operational continuity, system integration, transition coordination, and ongoing support associated with inmate communication, commissary, mail, and tablet services.

D. Ector County reserves the right to terminate the contract, in whole or in part, for convenience upon thirty (30) days written notice to the contractor.

2.6. QUANTITIES

Any quantities, usage levels, inmate population estimates, transaction volumes, or service levels referenced in this RFP are provided for informational and evaluation purposes only and are not guaranteed by Ector County.

Actual quantities and service usage may vary based on operational needs, inmate population fluctuations, facility requirements, and other factors. The County reserves the right to increase or decrease quantities, services, or usage levels during the term of the contract.

The awarded proposer shall furnish all services at the proposed pricing and under the terms and conditions of the resulting contract regardless of actual quantities utilized. The proposer shall have no claim against the County for variations between estimated and actual quantities or usage levels.

2.7. PUBLIC PROPOSAL OPENING

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

2.8. PRICING

2.8. PRICING

A. Proposers must include a detailed pricing schedule that separately identifies all costs associated with the proposed solution.

B. Pricing shall be itemized, at a minimum, for the following components:

- Inmate telephone services and calling rates.
- Secure inmate tablets, including all hardware, accessories, replacement costs, and licensing fees.
- Video visitation services.
- Installation, implementation, and transition services.
- System integration services, including jail management and commissary system integration.
- Monitoring, recording, reporting, and investigative support services.
- Ongoing maintenance, software updates, technical support, and training.
- Any optional or value-added services.

C. Pricing shall be broken out by implementation phase where applicable and must clearly identify any one-time costs, recurring costs, and revenue-sharing or commission arrangements.

D. Hardware costs, including tablets and related equipment, shall be separately identified and may only be invoiced after delivery, installation, and acceptance by the County. No advance payment shall be made for hardware that has not been delivered.

E. The County currently utilizes commissary services and requires integration with its commissary system. If the proposer offers commissary-related services, enhancements, integrations, or alternative commissary solutions, such services shall be described separately and all associated costs, fees, commissions, or revenue-sharing arrangements shall be clearly identified as optional pricing.

F. All proposed rates and fees must comply with applicable federal, state, and local laws and remain fully transparent and subject to review and approval by the County.

G. Proposers must acknowledge that rates and fee structures may require adjustment during the contract term to comply with future FCC rulings or other regulatory requirements.

H. The proposal must clearly describe any commission-based, revenue-sharing, cost-neutral, or incentive programs offered to the County, including free calls, complimentary video visits, promotional programs, or similar benefits.

2.9. BASIS OF AWARD

A. Ector County reserves the right to accept or reject any or all proposals, to waive minor informalities or irregularities in any proposal received, and to cancel this solicitation at any time if determined to be in the best interest of the County.

B. Ector County is not liable for any costs incurred by proposers in the preparation, submission, clarification, negotiation, or presentation of proposals submitted in response to this RFP.

C. Award, if made, will be made to the proposer whose proposal is determined to provide the best value to the County, considering the evaluation criteria set forth in this RFP, including but not limited to qualifications, experience, service capabilities, implementation approach, compliance, operational efficiency, integration, pricing, and overall benefit to the County.

D. Ector County reserves the right to negotiate with one or more proposers regarding pricing, scope, services, implementation, contract terms, or other matters related to this solicitation prior to final award or contract execution.

E. The County reserves the right to award a contract to a proposer other than the proposer submitting the lowest-priced proposal if the County determines that doing so is in the best interest of the County and provides the best overall value.

F. The County intends to award a single contract for the integrated services described in this RFP; however, the County reserves the right to make no award, partial awards, or multiple awards if determined to be in the best interest of the County.

G. Any award resulting from this RFP shall be subject to approval by the Ector County Commissioners Court and execution of a mutually acceptable contract.

H. The successful proposer shall not commence work until all required contract documents, insurance requirements, and any applicable County approvals have been fully executed and approved.

2.10. EVALUATION CRITERIA

A. The proposal will be awarded to the proposer whose submission is determined to provide the best value to Ector County, considering the evaluation criteria identified in this RFP and the overall operational, technical, security, and financial benefit to the County.

B. Ector County reserves the right to evaluate and verify each proposer's qualifications, experience, financial stability, references, past performance, compliance history, implementation capabilities, timeliness of prior projects, and ability to successfully provide the services described in this RFP.

C. Ector County intends to award a single contract for a fully integrated inmate communication, commissary, mail, and tablet services solution. Proposers are required to submit proposals addressing all required service components identified in this RFP. Failure to propose on all required services may be considered in determining responsiveness and best value.

D. The County has determined that an integrated single-provider solution is in the best interest of the County due to operational efficiency, system integration, centralized reporting, enhanced security coordination, reduced administrative burden, and continuity of services across all communication platforms. The County has further determined that procurement of these services through a single integrated provider will provide operational efficiencies, reduce administrative burden, improve system interoperability, and enhance facility security.

E. The County reserves the right to request additional information, conduct interviews, product demonstrations, reference checks, site visits, system evaluations, and clarification discussions as part of the evaluation process.

F. Evaluation criteria may include, but are not limited to, the following:

1. Technical Approach & System Integration – 25 Points (25%)

This may include, but is not limited to:

- Overall system architecture and design
- Integration with Jail Management Systems (JMS) and County systems

- Interoperability of all proposed services
- Scalability, reliability, and operational efficiency
- Ease of administration and system management

2. Experience & Qualifications – 15 Points (15%)

This may include, but is not limited to:

- Experience providing integrated correctional services
- Past performance with correctional facilities, counties, or governmental entities
- Qualifications and experience of key personnel
- References and demonstrated project success
- Experience managing phased implementations

3. Inmate Telephone Services – 10 Points (10%)

This may include, but is not limited to:

- Compliance with FCC regulations
- Call quality and system reliability
- Monitoring, recording, and investigative features
- Security controls and fraud prevention
- Rate transparency and customer service

4. Commissary Services – 10 Points (10%)

This may include, but is not limited to:

- Product selection and availability
- Pricing fairness and transparency
- Ordering and fulfillment processes
- Reporting and operational support

5. Tablet & Communication Services – 10 Points (10%)

This may include, but is not limited to:

- Messaging and communication capabilities
- Educational and rehabilitative applications

- Security and monitoring features
- User accessibility and functionality
- Integration with other communication systems

6. Mail Services – 5 Points (5%)

This may include, but is not limited to:

- Mail processing and digitization capabilities
- Security procedures and chain of custody
- Screening and monitoring capabilities
- Turnaround times and operational efficiency

7. Cost / Best Value – 15 Points (15%)

This may include, but is not limited to:

- Overall pricing structure
- Transparency of rates and fees
- Commission and revenue-sharing structure
- Long-term value to the County
- Cost effectiveness of the proposed solution
- Long-term operational sustainability
- Cost predictability

8. Implementation & Transition Plan – 5 Points (5%)

This may include, but is not limited to:

- Phased implementation strategy
- Transition coordination and project management
- Continuity of operations and no-downtime approach
- Training and support during implementation
- Transition from incumbent vendors

9. Reporting, Security & Compliance – 5 Points (5%)

This may include, but is not limited to:

- CJIS and cybersecurity compliance
- Data security and access controls
- Reporting and audit capabilities
- Records retention and data management
- Regulatory and policy compliance
- Compliance with applicable Texas and federal regulations

The County reserves the right to determine the most advantageous proposal based on the County's overall operational needs and the best value determination.

2.11. MASTER SERVICE AGREEMENT & INSURANCE REQUIREMENTS

Ector County reserves the right to award this Proposal to the proposer whose submission is determined to provide the best value to the County and best meets the operational, technical, and service requirements of Ector County.

The successful proposer shall not commence work until all required contract documents, including the Ector County Master Service Agreement, insurance requirements, and any applicable County approvals, have been fully executed and approved by the County.

2.12. VENDOR REFERENCE

The proposer shall provide a minimum of three (3) references for projects of similar size, scope, and complexity completed within the past five (5) years, preferably involving correctional facilities, counties, governmental entities, or integrated inmate communication services.

For each reference, the proposer shall provide:

- Client Name
- Project Location
- Name and title of the primary contact person
- Telephone number and email address of the contact person
- Brief description of the services provided
- Dates services were performed or contract term

Failure to provide the requested references may adversely affect the evaluation of the proposal and may result in the proposal being deemed non-responsive and removed from further consideration.

Ector County reserves the right to contact any references provided, as well as any other clients or entities known to the County, for the purpose of evaluating the proposer's qualifications, past

performance, service quality, reliability, and ability to successfully perform the services described in this RFP.

3. PURCHASE PROVISIONS

3.1. RISK OF LOSS

The proposer shall be responsible for all loss of or damage to equipment, materials, software, and systems provided under the contract until such items are delivered, installed, tested, and accepted by Ector County.

The proposer shall maintain adequate insurance coverage for all equipment, materials, and services provided under the contract and shall be responsible for any damage caused by the proposer, its employees, agents, or subcontractors during performance of the work.

3.2. FUNDING OUT CLAUSE

Any contract resulting from this RFP shall be contingent upon the availability of appropriated funds and continued authorization by the Ector County Commissioners Court. In the event sufficient funding or authority is not appropriated or otherwise made available, Ector County reserves the right to terminate the contract without penalty upon written notice to the contractor.

3.3. RELATIONSHIP

The proposer shall perform all services under the contract as an independent contractor and not as an officer, employee, agent, or representative of Ector County. Nothing contained in this RFP or any resulting contract shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the parties.

The proposer shall have no authority to bind Ector County to any obligation, agreement, or liability unless expressly authorized in writing by the County.

3.4. AUTHORIZED DISTRIBUTOR

The proposer represents and warrants that it is authorized and qualified to provide the services, equipment, software, and systems proposed under this RFP and that it possesses all necessary rights, licenses, certifications, and authority required to perform the services described herein.

The proposer shall be fully responsible for all services, equipment, software, materials, and subcontractors utilized in connection with the resulting contract.

3.5. DELIVERY AND SERVICE REQUIREMENTS

A. The proposer shall be responsible for the delivery, installation, implementation, configuration, operation, maintenance, and support of all services, equipment, software, and systems provided under the resulting contract.

B. All services shall be performed in coordination with Ector County and in a manner that minimizes disruption to County operations and detention facility activities.

C. The proposer shall provide all labor, materials, equipment, transportation, supervision, technical support, and other resources necessary to successfully perform the services described in this RFP.

D. The proposer shall be responsible for maintaining continuity of services throughout all phases of implementation, transition, maintenance, and support.

E. The proposer shall not assign, transfer, or subcontract any material portion of the services without prior written approval from Ector County.

F. The proposer shall be responsible for any loss, damage, or deficiencies related to services, equipment, or systems provided under the contract until accepted by Ector County.

3.6. WARRANTIES

A. The proposer warrants that all services, equipment, software, systems, and materials provided under the resulting contract shall conform to the requirements of this RFP and shall be performed in a professional and workmanlike manner consistent with industry standards.

B. The proposer further warrants that all equipment, software, and materials provided shall be free from defects in workmanship, functionality, and performance and shall be suitable for their intended purpose.

C. The proposer represents and warrants that it has full authority to provide all services, equipment, software, licenses, and materials proposed and that such items do not infringe upon any patent, copyright, trademark, or other proprietary right.

D. The proposer shall comply with all applicable federal, state, and local laws, regulations, and safety requirements in the performance of the contract.

E. Any warranties generally provided by the proposer to its commercial customers shall apply to Ector County to the extent permitted by law.

3.7. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The proposer shall defend, indemnify, and hold harmless Ector County, its officers, employees, and agents from and against any claims, damages, liabilities, costs, or expenses, including reasonable attorney's fees, arising out of any claim that the services, software, equipment, systems, or materials provided under the contract infringe upon any patent, copyright, trademark, trade secret, or other proprietary right.

In the event of such a claim, the proposer shall, at its expense, promptly defend the claim and take all necessary actions to resolve the matter without interruption to County operations.

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. Ector County reserves the right to terminate the contract, in whole or in part, without cause, for convenience, and at its sole discretion, upon thirty (30) days written notice to the proposer.

B. Ector County may terminate the contract immediately, or upon written notice specifying a reasonable cure period, if the proposer:

- Fails to perform in accordance with the terms of the contract;
- Fails to comply with applicable laws, regulations, or County requirements;
- Becomes insolvent, files bankruptcy, or ceases business operations; or
- Otherwise breaches any material provision of the contract.

C. In the event of termination for cause, the County may withhold payments otherwise due to the proposer to offset damages incurred as a result of the proposer's default, to the extent permitted by law.

D. The County reserves the right to procure similar services from another source and recover any additional costs, damages, expenses, and reasonable attorney's fees incurred as a result of the proposer's default, to the extent permitted by law.

E. Upon termination, the proposer shall cooperate fully with the County to ensure an orderly transition of services, systems, equipment, records, and County data with minimal disruption to County operations.

F. Upon termination or expiration of the contract, all County data, records, reports, system information, recordings, and other work product created or maintained under the contract shall be returned to Ector County in a usable, non-proprietary format, unless otherwise directed by the County.

G. Termination of the contract shall not relieve the proposer of any liability, obligation, or responsibility accrued prior to the effective date of termination.

H. The County shall not be liable for damages arising from the lawful termination of the contract in accordance with its terms.

3.9. TAXES

Ector County is exempt from payment of State of Texas sales and use taxes. Proposers shall not include such taxes in pricing submitted under this RFP.

The proposer shall be responsible for payment of all other applicable taxes, fees, assessments, and governmental charges associated with the performance of the contract.

Upon request, Ector County will provide applicable tax exemption documentation.

3.10. INVOICES

Invoices shall be submitted to the Ector County Auditor at accountspayable@ectorcountytx.gov, or to such other address or contact designated by the County.

Invoices shall include, at a minimum:

- Name and address of the proposer
- Description of services provided
- Applicable service period
- Detailed breakdown of charges
- Applicable contract or purchase order number

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code following receipt of an accurate invoice and acceptance of services by Ector County.

3.11. PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code following receipt of an accurate and itemized invoice and acceptance of services by Ector County.

Invoices shall be processed only after services, equipment, or materials have been provided in accordance with the terms of the resulting contract and accepted by the County.

Ector County shall not be obligated to pay for services, equipment, or materials that are incomplete, non-compliant, or not provided in accordance with the awarded pricing and contract requirements.

3.12. COUNTY USAGE OF ALL INFORMATION

Ector County reserves the right to use any information submitted in response to this RFP, as well as any other information obtained by the County, for the purpose of evaluating proposals, determining proposer qualifications, and making an award determination.

3.13. STANDARD OF PRODUCTS AND SERVICES

All services, equipment, software, systems, and materials proposed under this RFP shall be current, commercially available, and supported by the proposer.

The proposer shall provide services in a professional and workmanlike manner consistent with industry standards and applicable laws and regulations.

Proposed systems and technologies shall be proven, reliable, and suitable for correctional facility operations and shall not be experimental or in developmental stages without prior written approval from Ector County.

3.14. PROPOSER INSPECTION

By submitting a proposal, the proposer acknowledges that it has reviewed the requirements of this RFP and has taken all necessary steps to become familiar with the conditions, facilities, systems, and operational requirements that may affect performance of the services.

Failure of the proposer to investigate and understand the conditions affecting the work shall not relieve the proposer from responsibility for properly performing the services or from compliance with the terms of the resulting contract.

3.15. ERRORS OR OMISSIONS

Proposers are responsible for reviewing all information contained in this RFP and for informing themselves of all conditions that may affect the performance of the services.

Failure to examine the RFP documents or to seek clarification regarding any ambiguity, inconsistency, or error shall not relieve the proposer of responsibility for properly performing the services under the resulting contract.

Ector County shall not be responsible for any proposer's errors, omissions, assumptions, or failure to obtain necessary information related to this RFP.

3.16. TESTING

Ector County reserves the right to inspect, test, evaluate, and verify all services, equipment, software, systems, and materials provided under the resulting contract to ensure compliance with the requirements of this RFP and the resulting agreement.

The proposer shall cooperate fully with any testing, evaluation, inspection, demonstration, or acceptance procedures requested by the County.

In the event services, equipment, software, or systems fail to meet the requirements of the contract, the proposer shall promptly correct such deficiencies at no additional cost to the County.

3.17. CORPORATE STRUCTURE

The proposer shall identify its full legal business name, business structure, principal place of business, and state of incorporation or organization.

The proposer shall disclose whether it is a corporation, partnership, limited liability company, sole proprietorship, or other legal entity and shall provide evidence of authority to conduct business in the State of Texas if requested by the County.

The proposer shall also identify any proposed subcontractors, affiliates, or business partners that will participate in providing services under the resulting contract.

4. GENERAL PROVISIONS

4.1. VENUE

This RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this RFP or any resulting contract shall lie exclusively in the state courts of Ector County, Texas.

4.2. GOVERNING LAW

This procurement is conducted in accordance with Texas Local Government Code Chapter 262. Any resulting contract shall be governed by and construed in accordance with the laws of the State of Texas.

4.3. LEGAL CONSTRUCTION

If any provision of this RFP or any resulting contract is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

The failure of Ector County to enforce any provision of this RFP or any resulting contract shall not constitute a waiver of that provision or any other provision.

Headings used in this RFP are for convenience only and shall not affect the interpretation of any provision.

4.4. ASSIGNMENT

The proposer shall not assign, transfer, convey, or subcontract any rights, duties, or obligations under the resulting contract without the prior written consent of Ector County.

Any attempted assignment or transfer without such consent shall be void unless otherwise approved by the County in writing.

4.5. COUNTERPARTS

Any resulting contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Electronic signatures and electronically transmitted copies of signatures shall be deemed valid and binding to the fullest extent permitted by law.

4.6. CAPTIONS

The captions, headings, and titles used in this RFP are for convenience only and shall not be construed to define, limit, or affect the interpretation of any provision of this RFP or any resulting contract.

4.7. SUCCESSORS AND ASSIGNS

This RFP and any resulting contract shall be binding upon and inure to the benefit of Ector County and the proposer, and their respective permitted successors and assigns.

4.8. NON-DISCRIMINATORY POLICY

The proposer agrees that, in the performance of the resulting contract and all programs and activities related thereto, it shall comply with all applicable federal, state, and local civil rights and non-discrimination laws and regulations.

The proposer shall not discriminate against any person on the basis of race, color, national origin, religion, sex, age, disability, veteran status, or any other classification protected by applicable law.

4.9. COMPLIANCE WITH APPLICABLE LAWS

The proposer shall comply with all applicable federal, state, and local laws, regulations, ordinances, codes, rules, and requirements in the performance of the resulting contract, including all laws and regulations applicable to correctional facility operations, inmate communication services, data security, and telecommunications services.

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 program, shall have any personal financial interest, direct or indirect, in this contract and the proposer shall take appropriate steps to assure compliance

4.11. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No officer, employee, or member of Ector County, or other public official who exercises any functions or responsibilities in connection with the review, approval, or administration of this RFP or any resulting contract, shall have any personal or financial interest, direct or indirect, in the contract or its proceeds in violation of applicable Texas law.

The proposer shall comply with all applicable conflict of interest disclosure requirements under Texas law.

4.12. ENTIRE CONTRACT

This RFP, together with the resulting contract, specifications, addenda, attachments, and incorporated documents, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, negotiations, representations, or understandings relating to the subject matter herein.

No amendment or modification of the resulting contract shall be valid unless made in writing and approved by the parties as required by law.

4.13. FORCE MAJEURE

Neither party shall be liable for failure or delay in performance caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, severe weather, war, terrorism, civil disturbances, labor disputes, utility failures, governmental actions, epidemics, pandemics, or other similar events.

The affected party shall provide prompt written notice to the other party of the force majeure event and shall use reasonable efforts to resume performance as soon as practicable.

Force majeure shall not excuse the proposer's obligation to maintain the security and protection of County data, records, or systems, nor shall it relieve the proposer from obligations that can reasonably continue despite the event.

4.14. INDEMNITY - LIABILITY

To the extent permitted by law, the proposer shall defend, indemnify, and hold harmless Ector County, its officers, employees, agents, and representatives from and against any claims, damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the negligent acts, errors, omissions, misconduct, or willful acts of the proposer, its employees, agents, subcontractors, or representatives in the performance of the resulting contract.

The proposer shall be responsible for any damage to County property, systems, equipment, records, or data caused by the proposer or its personnel during performance of the contract.

Nothing contained in this RFP or any resulting contract shall be construed as a waiver of any governmental immunity or defense available to Ector County under applicable law.

4.15. INDEMNITY - DEFENSE

In the event of any claim, action, lawsuit, or proceeding subject to the proposer's indemnification obligations under this contract, the proposer shall, at its expense, promptly defend Ector County and its officers, employees, and agents using counsel reasonably acceptable to the County.

Ector County reserves the right to participate in the defense of any such matter with counsel of its own choosing at its own expense. The proposer shall not settle any claim in a manner that imposes liability or obligations upon Ector County without the County's prior written consent.

4.16. INDEMNITY - SUB-CONTRACTORS

The proposer shall remain fully responsible and liable for the acts, omissions, services, and performance of all subcontractors, agents, and representatives utilized in connection with the resulting contract.

Approval by Ector County of any subcontractor shall not relieve the proposer of any obligations, liabilities, or indemnification responsibilities under the contract.

4.17. INDEMNITY - WORKERS COMPENSATION

The proposer shall maintain workers' compensation insurance coverage as required by applicable Texas law for all employees engaged in the performance of the resulting contract.

The proposer shall be solely responsible for all compensation, benefits, insurance, and taxes related to its employees, agents, and subcontractors and shall comply with all applicable workers' compensation laws and regulations.

4.18. INDEMNITY - GOVERNMENT REGULATION

The proposer shall comply with all applicable federal, state, and local laws, regulations, rules, and governmental requirements applicable to the performance of the resulting contract.

The proposer shall be responsible for any fines, penalties, damages, or claims arising from the proposer's failure to comply with such laws or regulations.

4.19. REMEDIES

The rights and remedies of Ector County provided in this RFP and any resulting contract shall be cumulative and shall not be exclusive of any other rights or remedies available at law or in equity, including the right to specific performance and offset.

No waiver by Ector County of any breach or default shall constitute a waiver of any subsequent breach or default.

Ector County reserves the right to pursue all remedies available under applicable law arising from the proposer's failure to comply with the terms of the resulting contract.

4.20. NON-WAIVER

Approval by Ector County shall not relieve the proposer, its employees, agents, or subcontractors of responsibility or liability under the resulting contract, nor shall such approval be construed as acceptance of responsibility by the County.

4.21. PERMITS AND LICENSES

The proposer shall, at its own expense, obtain and maintain all permits, licenses, certifications, approvals, and authorizations required for the performance of the resulting contract.

Failure to maintain required permits or licenses may constitute grounds for termination of the contract by Ector County.

4.22. MASTER SERVICE AGREEMENT(MSA)/INSURANCE

The successful proposer shall comply with all requirements of the Ector County Master Service Agreement ("MSA") and maintain all insurance coverage required by the County throughout the term of the resulting contract.

Prior to commencement of services, the successful proposer shall provide certificates of insurance and any required endorsements acceptable to Ector County. Ector County shall be listed as Certificate Holder and Additional Insured on the General Liability policy as required by the County's insurance requirements.

The proposer shall also provide waivers of subrogation in favor of Ector County for General Liability and Workers' Compensation coverage, if required by the County.

All insurance coverage shall remain in full force and effect for the duration of the contract.

4.23. DEBARMENT OR SUSPENSION

Ector County is prohibited from contracting with vendors that are debarred or suspended from participation in federal, state, or local government contracts.

By submitting a proposal, the proposer certifies that it is not currently debarred, suspended, or otherwise excluded from participation in governmental contracting by any federal, state, or local governmental entity.

4.24. NON-COLLUSION REQUIREMENT

By submitting a proposal, the proposer certifies that the proposal has been independently prepared and submitted without collusion, fraud, or improper communication with any other proposer, competitor, or person for the purpose of restricting competition or influencing the procurement process.

The proposer further certifies that:

- The proposal is genuine and not made in the interest of or on behalf of any undisclosed person or entity;
- The proposer has not directly or indirectly induced or solicited any other proposer to submit a false, sham, or collusive proposal or to refrain from proposing;
- The proposer has not sought to fix pricing or secure any unfair advantage in connection with this procurement; and
- All statements contained in the proposal are true and correct to the best of the proposer's knowledge.

No negotiations, decisions, or actions related to this procurement shall be initiated by any proposer as a result of verbal discussions with County employees prior to the official award of a contract.

No officer, employee, or elected official of Ector County who exercises responsibilities in connection with this procurement shall have any direct or indirect financial interest in any resulting contract in violation of applicable Texas law.

4.25. CONFLICT OF INTEREST QUESTIONNAIRE

The proposer shall comply with all applicable conflict of interest laws and disclosure requirements under Chapter 176 of the Texas Local Government Code.

If required by law, the proposer shall complete and file a Conflict of Interest Questionnaire (Form CIQ) with the Ector County Clerk in accordance with Texas law.

Failure to comply with applicable conflict of interest requirements may result in disqualification of the proposal or termination of the resulting contract.

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

In accordance with Section 2252.908 of the Texas Government Code, Ector County may not enter into a contract with a business entity unless the business entity submits a completed Disclosure of Interested Parties form (Form 1295), if required by law.

The business entity recommended for award shall be responsible for submitting the completed Form 1295 prior to execution of the resulting contract.

Additional information regarding Form 1295 is available through the Texas Ethics Commission.

4.27. REQUIRED ONLY BY AWARDED VENDOR- BOYCOTTING ENERGY COMPANIES

Pursuant to Chapter 2274 of the Texas Government Code, Ector County may not enter into certain contracts with a company unless the contract contains a written verification that the company:

A. Does not boycott energy companies; and

B. Will not boycott energy companies during the term of the contract.

This requirement applies only to a contract that:
• Is between a governmental entity and a company with ten (10) or more full-time employees; and
• Has a value of $100,000 or more to be paid wholly or partly from public funds.

The awarded proposer shall provide the required certification prior to execution of the resulting contract, if applicable.

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

Pursuant to Chapter 2274 of the Texas Government Code, Ector County may not enter into certain contracts with a company unless the company provides written verification that it:

A. Does not discriminate against a firearm entity or firearm trade association; and

B. Will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This requirement applies only to contracts with a company that:
• Has ten (10) or more full-time employees; and
• Has a contract value of $100,000 or more paid wholly or partly from public funds.

The awarded proposer shall provide the required certification prior to execution of the resulting contract, if applicable.

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

Pursuant to Chapter 2271 of the Texas Government Code, Ector County may not enter into certain contracts with a company unless the contract contains a written verification that the company:

A. Does not boycott Israel; and

B. Will not boycott Israel during the term of the contract.

This requirement applies only to contracts with a company that:
- Has ten (10) or more full-time employees; and
- Has a contract value of $100,000 or more paid wholly or partly from public funds.

The awarded proposer shall provide the required certification prior to execution of the resulting contract, if applicable.

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

Pursuant to Section 2252.152 of the Texas Government Code, Ector County may not enter into a contract with a company unless the company certifies that it is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to foreign terrorist organizations.

The awarded proposer shall provide the required certification prior to execution of the resulting contract, if applicable.

4.31. EQUAL EMPLOYMENT OPPORTUNITY

The proposer shall comply with all applicable federal, state, and local equal employment opportunity and non-discrimination laws and regulations.

The proposer shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, disability, veteran status, or any other classification protected by applicable law.

The proposer shall require its subcontractors to comply with applicable equal employment opportunity requirements in connection with the performance of the resulting contract.

4.32. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

The proposer shall comply with all applicable federal, state, and local laws relating to equal employment opportunity and nondiscrimination for qualified individuals with disabilities.

The proposer shall not discriminate against any employee or applicant for employment on the basis of disability and shall provide equal employment opportunities in all employment practices related to the performance of the resulting contract.

5. SPECIFICATIONS

5.1. SUBMISSION INFORMATION

Ector County is requesting proposals on INMATE COMMUNICATION, COMMISSARY, AND MAIL SERVICES (INCLUDING TABLET SOLUTIONS) . Sealed or Electronic Proposals addressed to Ector County Purchasing Agent, Andrea Moralez, will be received by 2:00 pm on Friday, July 17, 2026.

All proposals should be received either electronically, or at the location below by the deadline. If Proposer chooses to submit a Hard copy, it must be delivered in a sealed envelope with a return address and clearly marked "INMATE COMMUNICATION, COMMISSARY, AND MAIL SERVICES (INCLUDING TABLET SOLUTIONS)" The Proposer'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 proposal submission is 2:00 pm on Friday, July 17, 2026. Any proposals received after proposal closing time will not be accepted.

PAGE LIMITS:
Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP including the following:

- **Transition Methodology** — *5–7 pages max*
- **Implementation Plan (Phased)** — *6–8 pages max*
- **System Capabilities (All Services)** — *10–15 pages max*
- **Data Management & Retention** — *4–6 pages max*
- **Communication Monitoring & Security (Phones, Tablets, Messaging)** — *6–8 pages max*
- **Pricing Models and Incentives** — *4–6 pages max*
  (plus separate required rate tables/forms – not counted)
- **Upgrades & Future Enhancements** — *3–5 pages max*

Proposals should not exceed sixty (60) pages for the technical proposal, excluding required forms, certifications, pricing/rate tables, resumes, and appendices. Proposals must be submitted using a minimum 11-point font and formatted to fit standard 8.5" x 11" pages.

5.2. BACKGROUND AND OBJECTIVES

Ector County is seeking a qualified and experienced vendor to provide a comprehensive inmate communication system integrating telephone services, electronic messaging, commissary services, mail processing, and tablet-based inmate solutions for the County's detention facilities.

The County's goal is to modernize and streamline inmate services through a secure, reliable, and user-friendly platform that enhances communication between inmates and approved contacts while maintaining compliance with all applicable regulations and security standards. The County

also seeks to improve operational efficiency, reduce contraband risks, and provide opportunities for inmate education, rehabilitation, and engagement through tablet technology and related services.

Currently, inmate communication, commissary, and mail services are provided under separate agreements with varying contract expiration dates. Accordingly, the County intends to transition to a more integrated service model through a phased implementation approach.

The selected vendor shall acknowledge and agree that individual service components may be implemented at different times based upon the expiration or termination of existing agreements. The vendor must demonstrate the ability to coordinate phased implementation activities while ensuring continuity of services, minimal operational disruption, and seamless integration of all service components.

The selected vendor must also demonstrate the ability to provide fully integrated services, maintain system reliability and data security, and deliver ongoing support, maintenance, and training. Experience within correctional facility environments and compliance with all applicable local, state, and federal requirements are essential.

5.3. INMATE COMMUNICATION SERVICES-SCOPE OF WORK

5.3. INMATE COMMUNICATION SERVICES – SCOPE OF WORK

Ector County is seeking a qualified and experienced vendor to provide a comprehensive inmate communication system designed to meet the operational, security, and rehabilitative needs of the County's correctional facilities. The proposed solution must include, at a minimum, inmate telephone services with monitoring and recording capabilities, secure inmate tablet services, video visitation functionality, electronic messaging (e-messaging), mail management services, and data retention and reporting tools. Mail services may include, but are not limited to, the secure processing, digitization, screening, and delivery of inmate correspondence in accordance with facility policies.

The proposed system must integrate with the County's existing Jail Management System (JMS) and commissary systems. The awarded proposer shall be responsible for the complete lifecycle of the solution, including installation, implementation, operation, maintenance, technical support, and ongoing service for all equipment, software, and related services provided under the contract.

The selected vendor shall work closely with County departments to ensure a smooth implementation process and continuity of operations throughout all implementation phases. The County acknowledges that various components of the overall solution, including telephone, tablet, video visitation, and mail services, may be implemented in phases based upon the expiration or termination of existing agreements.

The successful proposer shall provide communication monitoring and investigative support capabilities designed to assist the County in identifying communications that may require review or follow-up by designated County personnel. This requirement may include monitoring tools

related to telephone calls, tablet-based messaging, digital mail services, video visitation, or other communication platforms provided under the contract, where applicable. Proposers may utilize live monitoring personnel, automated technology solutions, analytical tools, artificial intelligence, keyword alert systems, or a combination thereof, and are encouraged to describe their approach and capabilities in their proposal. Any automated monitoring, analytical, artificial intelligence, or similar technology utilized under the contract shall be subject to review and approval by the County and shall comply with all applicable laws, regulations, and County policies.

The proposed solution shall also provide reporting and data management functionality sufficient to support facility safety, operational oversight, investigative needs, regulatory compliance, and accountability across all communication platforms.

5.4. INMATE COMMUNICATION SERVICES-TRANSITION REQUIREMENTS

A. The selected vendor must ensure a seamless transition from the County's existing service provider(s), with no disruption to inmate communication services, facility staff operations, or overall County functions.

B. Due to existing contracts for various service components, transitions will occur on a **phased basis**. The vendor shall coordinate and execute each transition phase as current agreements expire, ensuring continuity of services throughout the transition period.

C. The vendor shall work in close coordination with Ector County personnel and incumbent provider(s) to facilitate the orderly transfer of all necessary equipment, systems, and service responsibilities. This includes planning and execution of all activities related to equipment removal and installation, system configuration, and service activation, while maintaining continuous access to communication services.

D. The vendor shall be responsible for all transition-related activities, including but not limited to:

- Data migration (where applicable), including preservation of historical records
- Number porting and continuity of phone services (if applicable)
- Transition of inmate accounts, balances, and communication access
- Secure transfer and configuration of messaging, tablet, and electronic communication systems

E. All data migration and system transitions must be conducted in a secure manner that preserves data integrity, maintains chain of custody where applicable (including digital mail systems), and complies with all applicable laws and County requirements.

F. Proposers shall include a detailed **Transition Methodology** describing their approach to:

- Maintaining uninterrupted services

- Coordinating with incumbent vendors and County staff
- Managing technical and operational system changes
- Communicating with stakeholders throughout the transition process

G. The County seeks a vendor that demonstrates a clear understanding of the complexity of transitioning multiple integrated services and a proven ability to execute such transitions with minimal disruption to facility operations.

5.5. INMATE COMMUNICATION SERVICES-INSTALLATION AND IMPLEMENTATION

A.The selected vendor shall complete the installation, transition, and cutover of all proposed systems in accordance with a mutually agreed-upon implementation schedule.

B. Due to existing contracts for various service components, implementation will occur on a **phased basis**. The vendor must demonstrate the ability to coordinate and execute a staggered rollout of services as current agreements expire.

C. Throughout each phase of implementation, there shall be **no disruption or downtime in critical inmate communication services**, including telephone and approved electronic communication systems. This requirement must be fully addressed in the vendor's implementation planning and execution.

D. The vendor shall coordinate closely with County departments, including the Sheriff's Office and jail administration, to ensure all installation and transition activities are aligned with facility operations, security requirements, and service continuity. Prior to installation, the vendor shall conduct site visits to assess existing infrastructure, confirm logistical requirements, and finalize deployment strategies. All efforts must be made to minimize disruption to normal facility operations.

E. The vendor shall be fully responsible for providing all necessary materials, equipment, software, and labor required to complete system installation, integration, and activation.

F. As part of the proposal submission, proposers must include a comprehensive **Implementation Plan** that outlines:

- Phased deployment strategy
- Key project milestones
- Resource allocation
- Coordination with existing service transitions
- Estimated timeline for each phase

G. The Implementation Plan must clearly demonstrate the proposer's ability to maintain uninterrupted services, while delivering a secure, efficient, and timely transition in coordination with County stakeholders.

H. All services, systems, and equipment shall comply with the **Americans with Disabilities Act (ADA)** and all applicable state and federal accessibility requirements.

5.6. INMATE COMMUNICATION SERVICES-SYSTEM CAPABILITIES

A. Proposers must describe the full range of system capabilities offered within their comprehensive inmate communication solution, including telephone, tablet-based communication, and electronic messaging services, where applicable.

B. At a minimum, proposed systems shall include functionality to support real-time and recorded call monitoring and playback (for telephone services), secure messaging and communication monitoring (for tablet and electronic messaging services), secure data storage with reliable retrieval mechanisms, and detailed reporting features such as call detail records (CDRs), message logs, and usage analytics.

C. The system shall incorporate automated controls for inmate communication activity, including features such as three-way call detection and prevention (for telephone services), monitoring and review of electronic communications, multilingual support (with English and Spanish as a minimum), and controls to ensure communications are conducted in accordance with facility rules and security requirements.

D. For telephone services, billing procedures must ensure that charges are applied only to accepted and completed calls, with no charges for incomplete or unaccepted attempts, in compliance with applicable regulations.

E. Proposers must demonstrate how their technology meets the operational, security, and administrative needs of the County, including the ability to monitor, control, and audit all inmate communication activities across all proposed platforms.

F. Ector County reserves the right to establish, modify, or expand system capability requirements at any time, as necessary to support facility operations, maintain security standards, and ensure alignment with evolving policies, regulatory requirements, and operational priorities.

G. Proposers shall offer solutions that are flexible, scalable, and capable of adapting to future enhancements, technology changes, and County-directed adjustments without disruption to ongoing services.

5.7. INMATE COMMUNICATION SERVICES-COMPLIANCE AND SECURITY

A. All proposed services, systems, and infrastructure must be fully compliant with all applicable federal, state, and local laws, regulations, and standards. This includes, but is not limited to, compliance with current Federal Communications Commission (FCC) regulations governing inmate calling services, including applicable rate caps and fee limitations; adherence to the Criminal Justice Information Services (CJIS) Security Policy; compliance with the Health

Insurance Portability and Accountability Act (HIPAA), where applicable; compliance with Texas Government Code Chapter 2054 (Cybersecurity); and compliance with the Texas Public Information Act, Chapter 552.

B. The proposed solution must meet all requirements established by the Texas Commission on Jail Standards (TCJS), as well as all applicable provisions of the Texas Administrative Code and Texas Local Government Code governing jail operations, inmate communications, commissary services, and mail handling. The vendor shall ensure all services align with applicable correctional standards and facility policies.

C. Due to the phased implementation of services as existing contracts expire, the vendor must ensure that each service component, at the time of deployment, is fully compliant with all applicable laws, regulations, and standards then in effect. The vendor shall be responsible for maintaining compliance throughout each phase of implementation and ongoing operations.

D. The vendor shall ensure that all communication platforms, including telephone, tablet, electronic messaging, video visitation, and mail processing systems, incorporate appropriate administrative, technical, and physical safeguards. This includes, but is not limited to, access controls, audit logs, encryption (where applicable), monitoring capabilities, and data retention practices in accordance with applicable laws, CJIS requirements, Texas cybersecurity standards, and County policies.

E. In the event of a data breach, unauthorized access, or cybersecurity incident involving County data, the vendor shall notify the County immediately, but no later than twenty-four (24) hours after discovery, and shall cooperate fully with the County in investigation, mitigation, remediation, audits, and incident response activities related to such event.

F. The selected vendor agrees to remain in continuous compliance with all applicable laws, regulations, standards, and policies, including any amendments or updates that may occur during the term of the contract. The vendor is responsible for monitoring relevant legal and regulatory developments and for implementing any necessary changes to maintain compliance without interruption to service, including during phased or staggered service rollouts.

5.8. INMATE COMMUNICATION SERVICES-DATA MANAGEMENT AND RETENTION

A. The selected vendor shall provide a secure, scalable, and fully compliant system for managing, storing, and accessing all data related to inmate communications. This includes, but is not limited to, audio recordings of inmate calls, video visitation recordings, tablet-based communications (including messages, media, and application usage), mail services data (including scanned or digitized correspondence and associated metadata), call detail records, and visitation and system access logs. All systems and data handling practices shall comply with applicable federal and state laws, including the Criminal Justice Information Services (CJIS) Security Policy, Texas Government Code Chapter 2054 (Cybersecurity), and the Texas Public Information Act (Chapter 552).

B. The system shall be designed to ensure the integrity, confidentiality, and availability of all data through appropriate administrative, technical, and physical safeguards. This includes, but is not limited to, role-based access controls, audit logs, encryption (in transit and at rest where applicable), secure storage architecture, and documented disaster recovery protocols. Proposers shall describe their data retention policies, including retention periods, storage formats (cloud-based, on-premises, or hybrid), and redundancy measures supporting all communication platforms.

C. The vendor shall provide detailed backup and disaster recovery procedures designed to ensure continuity of operations and protection of critical data in the event of system failure, data loss, or cybersecurity incident. At a minimum, backup processes shall include routine automated backups, geographically redundant storage where applicable, and defined recovery time objectives (RTO) and recovery point objectives (RPO).

D. All data collected, generated, or stored through the inmate communication system—including telephone, tablet, video visitation, and mail services—shall remain the sole property of Ector County. Such data shall be maintained in accordance with applicable records retention requirements and shall be subject to the Texas Public Information Act (Chapter 552). The vendor shall not withhold, restrict, or claim ownership of any County data.

E. In the event of a data breach, unauthorized access, or cybersecurity incident involving County data, the vendor shall notify the County immediately, but no later than twenty-four (24) hours after discovery, and shall cooperate fully with the County in investigation, mitigation, and remediation efforts.

F. Upon expiration or termination of the contract, or upon request by the County, the vendor shall provide all County data in a complete, organized, and non-proprietary, readily usable format. The vendor shall certify in writing that all County data has been returned and, if applicable, securely deleted from the vendor's systems in accordance with industry standards. The County reserves the right to audit the vendor's compliance with data management, retention, and security requirements.

5.9. INMATE TELEPHONE SERVICES-CALL SCREENING AND MONITORING

A. The awarded proposer will be responsible for providing comprehensive monitoring and screening capabilities for all inmate communication platforms, including inmate telephone calls, tablet-based communications (such as messaging and other authorized applications), and mail services (including scanned, digitized, or electronic correspondence). The vendor shall analyze communications as appropriate and notify designated County personnel of any findings that may raise security concerns or require further attention. Monitoring may be conducted by trained personnel, automated technology solutions, or a combination of both, as proposed by the vendor and approved by the County.

B. The vendor must also generate and provide detailed reports upon request, supporting the County's efforts to ensure facility safety, comply with legal and regulatory obligations, and

maintain transparency and accountability in the use of all inmate communication systems, including telephone, tablet, and mail services.

C. The scope, frequency, and focus of such monitoring across all communication channels will be defined by the County and may be adjusted at the County's discretion as operational needs, security priorities, or regulatory requirements evolve.

5.10. INMATE COMMUNICATION SERVICES-PRICING

A. Proposers must include a detailed breakdown of calling rates, commission rates, and any associated fees as part of their proposal.

B. All proposed rates and fees must comply with applicable federal, state, and local laws, and remain fully transparent and subject to review and approval by the County.

C. Proposers must also acknowledge that rates and fee structures may need to be adjusted throughout the life of the contract to remain in compliance with any future rulings or regulatory changes issued by the Federal Communications Commission (FCC) or other governing bodies.

D. proposal must clearly outline the proposed pricing model and describe any commission-based, revenue-sharing, or cost-neutral options available to the County.

E. Proposers should also include any special incentives they offer—such as free phone calls, complimentary video visits, or promotional programs—as part of their pricing statement, as these may be considered in the evaluation of overall value to the County and inmate population.

5.11. SERVICE LEVEL AGREEMENT (SLA) REQUIREMENTS

The awarded proposer shall meet or exceed the following Service Level Agreement (SLA) standards for all services provided under this contract, including inmate telephone services, tablet and messaging systems, video visitation, mail services, and commissary operations.

The proposer shall describe in detail how each SLA will be measured, monitored, and reported. Failure to meet SLA requirements may result in corrective action, financial penalties, or contract termination at the County's discretion.

1. SYSTEM AVAILABILITY (UPTIME)

- All critical systems (telephones, tablets, messaging, video visitation, commissary ordering systems, and mail systems) shall maintain a minimum uptime of:
    - **99.9% uptime** (measured monthly), excluding scheduled maintenance approved by the County.
- Scheduled maintenance:

- Must be conducted during off-peak hours
- Requires at least **72 hours advance notice** to the County

- Emergency maintenance:
  - Must be communicated immediately with estimated resolution time

2. INCIDENT RESPONSE & RESOLUTION TIMES

The proposer shall provide 24/7 technical support and meet the following response and resolution times:

Severity Level	Description	Response Time	Resolution Time
Critical	System-wide outage or major service disruption	≤ 1 hour	≤ 4 hours
High	Significant degradation affecting multiple users	≤ 2 hours	≤ 8 hours
Medium	Partial service issue or limited functionality	≤ 4 hours	≤ 24 hours
Low	Minor issue or general support request	≤ 1 business day	≤ 3 business days

3. CALL & COMMUNICATION PERFORMANCE

- Call connection success rate shall be at least **98%**
- Audio quality shall meet industry standards with minimal latency and distortion
- No charges shall be applied to incomplete or unaccepted calls
- Messaging and tablet communications shall be delivered within:
  - **≤ 60 seconds for standard messages**

- Video visitation systems shall maintain stable connections with minimal disruption

4. COMMISSARY PERFORMANCE

- Order accuracy rate shall be at least **99%**
- Order fulfillment:
  - Standard delivery within **3–5 business days** (or as defined by the County)
- Inventory availability:
  - Maintain ≥ **98% in-stock rate** on approved items
- Error resolution (missing/damaged items):
  - Resolved within **2 business days**

5. MAIL PROCESSING (IF APPLICABLE)

- Incoming mail processing (including scanning/digitization):
  - Completed within **24–48 hours** of receipt (excluding weekends/holidays unless otherwise required)
- Chain of custody must be maintained and documented at all times
- All mail must be screened and processed in accordance with facility policies

6. DATA ACCESS & REPORTING

- System data (calls, messages, mail, commissary transactions) shall be:
  - Available to authorized County personnel **24/7**
- Standard reports shall be accessible on-demand
- Custom reports shall be provided within:
  - **2 business days** of request
- Data exports must be available in **non-proprietary formats**

7. SECURITY & MONITORING PERFORMANCE

- Real-time or near real-time monitoring tools shall be available across all communication platforms
- Automated alerts (e.g., keyword detection, suspicious activity) shall be generated within:
  - ≤ **5 minutes of detection**

- Escalation of critical security concerns to designated County personnel:
  - **Immediately (within 15 minutes)**

8. IMPLEMENTATION & TRANSITION PERFORMANCE

- The proposer shall adhere to the approved implementation schedule and phased transition plan
- No disruption of active services is permitted during transition
- All milestones must be met as outlined in the Implementation Plan
- Any delays must be reported immediately with a corrective action plan

9. CUSTOMER SUPPORT & TRAINING

- 24/7 customer support shall be available for:
  - County staff
  - Inmate family/end users (where applicable)
- Staff training:
  - Initial training prior to system go-live
  - Ongoing training available upon request within **5 business days**

10. SLA REPORTING & REVIEW

- The proposer shall provide **monthly SLA performance reports** including:
  - System uptime
  - Incident logs and resolution times
  - Commissary performance metrics
  - Mail processing timelines
  - Security alerts and escalations
- The County reserves the right to request additional reporting at any time
- Quarterly performance review meetings may be required

11. NON-PERFORMANCE & REMEDIES

- Failure to meet SLA requirements may result in:
  - Required corrective action plans

- Service credits or financial penalties (as negotiated)
- Increased monitoring or reporting requirements
- Termination of contract for repeated non-performance

5.12. COMMISSARY-SCOPE OF WORK

The Contractor shall provide a **full-service inmate commissary program** for the Ector County Jail. Services shall include procurement, inventory management, order processing, packaging, delivery, accounting, and reporting of commissary items.

The County seeks a solution that is **secure, efficient, cost-effective, and responsive** to the needs of the facility, staff, and inmate population.

5.13. COMMISSARY-PRICING AND PRODUCTS

A. Product Offering

The Contractor shall provide a wide range of approved commissary items, including but not limited to:

- Food and snack items
- Hygiene and personal care products
- Clothing (if applicable)
- Writing materials and envelopes
- Approved electronics and accessories (if applicable)

B. Pricing Requirements

- Prices must be **fair, reasonable, and competitive**
- Vendor shall provide a **complete price list** with proposal
- No hidden fees or undisclosed markups
- The County reserves the right to **review and approve pricing**

C. Product Approval

- All items must be **approved by the Sheriff's Office**
- Contractor must remove or replace items upon request

5.14. COMMISSARY-INVENTORY MANAGEMENT

- Contractor shall maintain adequate inventory levels
- Provide inventory tracking and reporting

- Ensure product freshness and quality

5.15. COMMISSARY-ORDERING SYSTEM

A. Order Methods

The Contractor shall provide:

- Electronic ordering system (kiosk and/or tablet integration if applicable)
- Paper order forms (as backup if needed)

B. Order Processing

- Orders shall be processed on a **regular schedule** (e.g., weekly or as determined by the County)
- System must ensure **accurate inmate account debiting**

5.16. COMMISSARY-PACKAGING & DELIVERY

A. Packaging

- Orders must be **securely packaged and clearly labeled**
- Each order must include an **itemized packing slip**

B. Delivery

- Deliveries shall be made directly to designated jail locations
- Contractor must coordinate with jail staff for **secure distribution**

5.17. COMMISSARY-INMATE ACCOUNTS & FINANCIAL MANAGEMENT

A. Account Management

- System must integrate with inmate trust account system
- Ensure accurate tracking of:
  - Deposits
  - Purchases
  - Balances

B. Financial Reporting

Contractor shall provide:

- Sales reports

- Revenue reports
- Transaction logs
- Audit-ready documentation

5.18. COMMISSARY-INDIGENT PROGRAM

- Contractor shall provide indigent kits as required by the County
- Items and frequency shall comply with jail standards

5.19. COMMISSARY-RETURNS, ERRORS, & CUSTOMER SERVICE

- Process for handling:
  - Missing items
  - Incorrect orders
  - Damaged goods
- Provide timely resolution and documentation

5.20. COMMISSARY-SECURITY REQUIREMENTS

- All operations must comply with jail security protocols
- Staff must pass required background checks
- No unauthorized items permitted

5.21. COMMISSARY-TECHNOLOGY & INTEGRATION

- Ability to integrate with:
  - Jail Management System (JMS)
  - Tablet systems (if applicable)
- Provide secure data handling and reporting

5.22. COMMISSARY-STAFFING AND TRAININGS

- Provide trained personnel for commissary operations
- Train County staff as needed on systems and processes

5.23. COMMISSARY-PERFORMANCE STANDARDS

- Timely order fulfillment
- Accuracy of orders
- System uptime and reliability

5.24. COMISSARY-TRANSITION REQUIREMENTS

- Contractor must support transition from incumbent vendor
- Ensure:
  - No disruption to commissary services
  - Transfer of data and inventory (if applicable)

5.25. PERIOD OF CONTRACT

The initial term of the contract resulting from this agreement shall be for a period of one (1) year from the effective date of the agreement. The contract may be renewed for up to two (2) additional terms of three (3) years each, upon mutual written agreement of both parties and approval by Ector County Commissioners Court, under the same terms and conditions unless otherwise agreed to in writing

5.26. UPGRADES

The Awarded Proposer shall:

A. Provide County with written notice, including detailed information, of any new ITS software upgrades or features, within 30 days of the introduction of the new software or features into the industry.

B. Adhere to the following performance process when upgrading the ITS, software, equipment, or performing any changes to the ITS at the Facility

C. Perform extensive testing on all system changes or upgrades prior to introducing them to County.

D. Work with the Facility to schedule changes and/or upgrades during a time when the telephones are not being used regularly by the inmates. Proposer shall coordinate a convenient time and day with County to implement the changes or upgrades to the ITS to avoid an interruption in service.

E. Ensure future software upgrades must be provided at no additional cost during the life of the contract term.

6. VENDOR QUESTIONNAIRE

6.1. PROPOSAL*
Upload Proposal.

*Response required

6.2. CONFIRMATION*

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

6.3. AUTHORIZED REPRESENTATIVE*

Please download the below documents, complete, and upload.

- SIGNATURE_PAGE_(2).docx

*Response required

6.4. PROPOSER RESIDENCY CERTIFICATION*

Please download the below documents, complete, and upload.

- Proposer_Residency_Certific...

*Response required

6.5. CONFLICT OF INTEREST QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- CIQ_(1).pdf

*Response required

6.6. ECTOR COUNTY PROFESSIONAL REFERENCE SHEET*

Please download the below documents, complete, and upload.

- Reference_Page_(1).doc

*Response required

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

☐ Yes
☐ No

*Response required

6.8. NON-COLLUSION REQUIREMENT*

The proposer declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association,

organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited another proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, of that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by contract, communications, or conference with anyone to fix the proposal price of the proposer of any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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 proposal.

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

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

Awarded vendor will be required to submit completed form.

- COI_-_PHONE_SYSTEM_-_Jail_F...

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

Awarded vendor will be required to submit completed form.

- Form_1295_.docx

6.11. REQUIRED ONLY BY AWARDED VENDOR- SENATE BILL 13 VERIFICATION

Awarded vendor will be required to submit completed form.

- SENATE_BILL_13_VERIFICATION...

6.12. REQUIRED ONLY BY AWARDED VENDOR- SENATE BILL 19 VERIFICATION

Awarded vendor will be required to submit completed form.

- SENATE_BILL_19_VERIFICATION...

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

- House_Bill_89_Verification....

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

- Senate_Bill_252_Verificatio...

7. EVALUATION

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Technical Approach & System Integration** This can include, but is not limited to: • How well all services work together • Integration with JMS and County systems • Overall solution design	Points Based	25 *(25% of Total)*
2.	**Experience and Qualifications** This can include, but is not limited to: • Experience providing ALL services • Past Performance with jails/counties	Points Based	15 *(15% of Total)*
3.	**Inmate Telephone Services (FCC-Compliant)** This can include, but is not limited to: • Compliance with FCC rules • Call quality, monitoring, security features • Rate transparency	Points Based	10 *(10% of Total)*

4.	**Commissary Services** This can include, but is not limited to: • Product variety • Pricing fairness • Ordering/delivery system	Points Based	10 *(10% of Total)*
5.	**Tablet & Communication Services** This can include, but is not limited to: • Messaging, apps, usability • Security and monitoring • Integration with phone system	Points Based	10 *(10% of Total)*
6.	**Mail Services** This can include, but is not limited to: • Mail handling/scanning • Security and chain of custody • Turnaround time	Points Based	5 *(5% of Total)*
7.	**Cost/Best Value** This can include, but is not limited to: • Transparency • Value to County	Points Based	15 *(15% of Total)*
8.	**Implementation & Transition Plan** This can include, but is not limited to: • Phased rollout capability • No downtown plan	Points Based	5 *(5% of Total)*
9.	**Reporting, Security & Compliance** This can include, but is not limited to: • CJIS, data security • Reporting capabilities • Audit readiness	Points Based	5 *(5% of Total)*

Attachments:

A - CONTRACT-SECURUS

B - AMENDMENT 1-SECURUS

C - AMENDMENT 2-SECURUS

D - AMENDMENT 3-SECURUS

E - AMENDMENT 4-SECURUS

F - CONTRACT ADDENDUM 2021-SECURUS

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

2026-IFB-113

ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES

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 responses should be received by the Ector County Purchasing Agent, Attn: Andrea Moralez 1010 E. 8th Street, Odessa, TX 79761 prior to the response deadline. If a Respondent chooses to submit a Hard Copy, it must be delivered in a sealed envelope, with a return address and clearly marked "ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES." The Respondent's firm name shall appear on the outside of the envelope.

See attached specifications and conditions

ECTOR COUNTY COMMISSIONERS COURT RESERVES THE RIGHT TO ACCEPT ANY QUALIFIED RESPONSE OR REJECT ANY OR ALL RESPONSES

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.

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.

Table of Contents
ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES
2026-IFB-113

1. INTRODUCTION .....
2. GENERAL CONDITIONS .....
3. PURCHASE PROVISIONS .....
4. GENERAL PROVISIONS .....
5. BID SPECIFICATIONS .....
6. PRICING PROPOSAL .....
7. VENDOR QUESTIONNAIRE .....

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. 8th Street, Room 110, Odessa, Texas 79761 in person or by mail, by calling 432-498-4020, or by email at andrea.moralez@ectorcountytx.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:	June 9, 2026
1st Advertisement:	June 13, 2026
2nd Advertisement:	June 20, 2026
VIRTUAL Pre-Bid Meeting (Non-Mandatory):	June 25, 2026, 10:00am https://events.gcc.teams.microsoft.com/event/66e337aa-9d15-45fa-9295-49a57782969f@1f6cbbe1-fc21-4e0e-b5d0-7fd701a3cdcc
Questions Due:	July 3, 2026, 5:00pm
Questions Answered:	July 10, 2026, 5:00pm
Bids Due/Bid Opening:	July 16, 2026, 2:00pm Sealed bids will be publicly opened via Microsoft Teams. Meeting link below. https://events.gcc.teams.microsoft.com/event/5ab51269-5609-4338-871c-85802814f3bc@1f6cbbe1-fc21-4e0e-b5d0-7fd701a3cdcc

1.2. SUMMARY

The Ector County Public Works Department has need of hauling of various materials to county road projects and stockpile yards within the county. Materials to be hauled will be but not limited to, hot asphalt, caliche, crushed rock for chip sealing and water and other road materials.

The county is looking for hourly rates on bell dumps, end dumps both 12- and 18-yard loads will be covered while hauling and water trucks. The water trucks (18-Wheelers) will need to be equipped with a spray bar. These rates will include a rate for standby time. Successful bidders will work with the county supervisor at an acceptable time for each haul and time will be sign off daily by the county supervisor in charge of that project. Billing will be every two weeks and will run through the normal county pay process.

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
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.

Department Head:
Andrea Moralez
Purchasing Agent
Email: andrea.moralez@ectorcountytx.gov
Phone: (432) 498-4020

2. GENERAL CONDITIONS

The Commissioner's Court of Ector County is requesting bids from qualified bidders for the purchase of ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES, 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 ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES.

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. Ector County reserves the right to reject any or all bids, waive minor informalities, and award in accordance with applicable Texas law and the terms of this solicitation. Receipt of any bid shall not obligate Ector County to make an award.

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**: Bidders are advised that information submitted in response to this solicitation may be subject to disclosure under the Texas Public Information Act. Any information claimed to be confidential or proprietary must be clearly identified by the bidder. Ector County does not guarantee that any information will be withheld from disclosure and will comply with applicable law and any ruling issued by the Texas Attorney General.

K. **Preparation of Response to Bids**: Bidders shall submit all required forms, certifications, acknowledgments, pricing, and supporting documentation requested in this solicitation. Failure to provide required information may result in the bid being deemed non-responsive.

L. **Contract**: Upon approval by Commissioners Court and execution of all required contract documents, including any required Master Service Agreement and insurance documents,

the resulting agreement shall constitute the entire contract between Ector County and the successful bidder.

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.

S. **Questions Regarding Solicitation:** All questions regarding this solicitation must be submitted through OpenGov prior to the deadline identified in the Timeline. Responses provided through formal addenda shall be the only official interpretation of the solicitation. Oral statements, explanations, or instructions shall not be binding upon Ector County.

2.3. GENERAL CONDITIONS

A. In establishing these specifications, Ector County seeks to provide fair and equal opportunity to all qualified bidders.

B. During the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, sex, marital status, veteran status, disability, or any other classification protected by applicable law.

C. Ector County encourages bidders to submit bids electronically through OpenGov Procurement. However, hard-copy bids will also be accepted. Hard-copy bids shall be submitted in a sealed envelope clearly marked with the solicitation number and project title and delivered to the Ector County Purchasing Department prior to the deadline stated in this solicitation.

D. It is the responsibility of each bidder to familiarize itself with the requirements of this solicitation, anticipated hauling operations, project conditions, and all factors that may affect the performance of the services.

E. The awarded vendor shall provide all labor, equipment, supervision, materials, transportation, and incidentals necessary to perform the services described in this solicitation.

F. The awarded vendor shall perform all services in accordance with applicable federal, state, and local laws, regulations, and safety requirements.

2.4. QUALIFICATION OF BIDDER

The Bidder shall, upon request by Ector County, furnish satisfactory evidence of its experience, qualifications, equipment availability, financial capability, personnel, licenses, permits, insurance coverage, and ability to perform the services required under this solicitation.

Only Bidders that can demonstrate to the satisfaction of Ector County that they possess the necessary resources, experience, equipment, and capability to perform the requested trucking and hauling services in accordance with the specifications and contract requirements will be considered for award.

Ector County reserves the right to verify any information provided by the Bidder and to determine the Bidder's responsibility and capability to successfully perform the services contemplated by this solicitation.

2.5. PERIOD OF CONTRACT

A. The successful Bidder shall be awarded a contract for an initial term of one (1) year, commencing upon approval by the Ector County Commissioners Court and execution of all required contract documents.

B. The contract may be renewed for one (1) additional one-year term upon the mutual written agreement of Ector County and the Contractor. Any renewal shall be subject to the terms and conditions of the original contract, including any approved rate adjustments authorized under this solicitation.

C. Ector County reserves the right to terminate the contract, in whole or in part, for convenience and without cause, upon thirty (30) days' prior written notice to the Contractor.

2.6. ANNUAL RATE ADJUSTMENTS

Any request for a rate adjustment shall be submitted in writing by the Contractor at least thirty (30) days prior to the beginning of any renewal term. Rate adjustments are not automatic and shall be subject to review and approval by Ector County. Any approved adjustment shall not exceed five percent (5%) of the rates in effect during the preceding contract term. Approval of a rate adjustment shall be at the sole discretion of Ector County and shall be documented in writing prior to the effective date of the renewal term. No rate adjustments shall be permitted during the initial contract term.

2.7. AS-NEEDED SERVICES

Services under this contract shall be provided on an as-needed basis. Ector County does not guarantee any minimum number of service requests, hours, loads, work assignments, or contract expenditures. The actual amount of services requested may vary depending on project requirements, weather conditions, funding availability, and operational needs. The Contractor shall have no claim against Ector County for any minimum amount of work or compensation under this contract. Any services requested by Ector County shall be performed and compensated at the awarded contract rates.

2.8. PUBLIC BID OPENING

Bids will be received and publicly opened at the date and time stated in this solicitation. The bid opening may be conducted in person, virtually, or through a combination of both methods, as specified in the solicitation documents or any subsequent addenda. Bidders, their representatives, and interested persons may attend the public opening in accordance with the instructions provided in the solicitation. Information submitted in response to this solicitation may be subject to disclosure in accordance with the Texas Public Information Act. Any information identified by the Bidder as confidential or proprietary will be handled in accordance with applicable law.

2.9. PRICING

A. Ector County reserves the right to award this contract to a single vendor, multiple vendors, or a combination of vendors, as determined to be in the best interest of the County.

B. All pricing submitted shall be fully loaded and include all labor, equipment, operators, maintenance, transportation, supervision, overhead, profit, and all other costs necessary to perform the services described in this solicitation, except for any approved fuel surcharge expressly authorized under the contract.

C. Ector County is exempt from State of Texas sales and use taxes. Bid prices shall not include such taxes.

D. Pricing submitted in response to this solicitation shall remain valid for a period of ninety (90) days following the bid opening date.

E. Services shall be invoiced based upon the hourly rates and standby rates awarded under the contract and in accordance with the invoicing requirements contained in this solicitation.

F. Pricing shall remain firm throughout the initial contract term. Any approved rate adjustment during a renewal term shall be subject to Section 2.6, Annual Rate Adjustments.

2.10. BASIS OF AWARD

A. Ector County reserves the right to reject any or all bids, waive minor informalities, and make an award in accordance with applicable law and the terms of this solicitation. Ector County shall not be liable for any costs incurred by a bidder in the preparation or submission of a bid.

B. Award shall be made to the lowest responsive and responsible bidder(s) whose bid(s) meet the requirements of this solicitation.

C. Ector County reserves the right to award the contract to a single vendor, multiple vendors, or designate primary and secondary vendors when determined to be in the best interest of the County.

D. The County may award by individual line item, by group of line items, or on an overall basis, whichever method best meets the operational needs of Ector County.

E. Any award shall be subject to approval by the Ector County Commissioners Court.

F. The successful bidder shall not commence work until all required contract documents, insurance requirements, and any required Master Service Agreement have been fully executed and approved by Ector County.

G. Award may be evidenced by Commissioners Court approval, purchase order, contract, award letter, or any combination thereof.

2.11. EVALUATION CRITERIA

A. The contract shall be awarded to the lowest responsive and responsible bidder(s) whose bid(s) meet the requirements of this solicitation.

In determining bidder responsibility, Ector County may consider factors including, but not limited to:

- Relevant experience performing similar services;
- Past performance and references;
- Availability and condition of equipment;

- Ability to meet scheduling and service requirements;
- Compliance with applicable licensing, insurance, and regulatory requirements; and
- Any other information relevant to the bidder's ability to successfully perform the contract.

B. Ector County reserves the right to award to a single vendor, multiple vendors, or designate primary and secondary vendors based upon the County's operational requirements and the best interests of Ector County.

2.12. MASTER SERVICE AGREEMENT & INSURANCE REQUIREMENTS

The County reserves the right to award this Bid to the Bidder(s) determined to be most responsive, responsible, and capable of fulfilling the requirements and needs of Ector County. The successful Bidder(s) shall not commence work until a fully executed Ector County Master Service Agreement, along with all required insurance documentation, has been submitted and approved by Ector County.

2.13. VENDOR REFERENCE

The Bidder shall provide a minimum of three (3) references for projects of similar size and scope completed within the past five (5) years. For each reference, provide the client's name, the contact information of the responsible representative (including name, title, telephone number, and email address), a brief description of the services provided, and the dates during which the services were performed.

Ector County reserves the right to contact any reference provided by the Bidder to verify the quality, timeliness, and overall performance of the services rendered.

3. PURCHASE PROVISIONS

3.1. RISK OF LOSS

The Contractor shall be solely responsible for all trucks, equipment, materials, personnel, and operations utilized in the performance of services under this contract.

The Contractor shall bear all risk of loss, damage, theft, injury, or destruction to its vehicles, equipment, tools, materials, and personnel arising out of or related to the performance of the work until completion of the requested services.

The Contractor shall be responsible for any damage caused to County property, roadways, facilities, utilities, equipment, or the property of others resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors.

The Contractor shall maintain all insurance coverage required by this solicitation and applicable law and shall be responsible for any losses not covered by such insurance.

Nothing contained herein shall be construed to transfer responsibility for the Contractor's vehicles, equipment, personnel, or operations to Ector County.

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. QUALIFICATION TO PROVIDE SERVICES

The Bidder represents and warrants that it possesses the experience, personnel, equipment, licenses, permits, and authority necessary to perform the trucking and hauling services described in this solicitation.

The Bidder shall maintain all licenses, permits, registrations, and qualifications required by applicable federal, state, and local laws throughout the term of the contract.

Upon request, the Bidder shall provide documentation demonstrating its ability to perform the services required under this solicitation.

3.5. DELIVERY AND SERVICE REQUIREMENTS

A. The Contractor shall provide all trucks, equipment, operators, supervision, fuel, maintenance, and incidentals necessary to perform the hauling services described in this solicitation.

B. Services shall be performed at locations designated by Ector County and in accordance with the schedules established by authorized County personnel.

C. The Contractor shall ensure that all vehicles are maintained in safe operating condition and comply with all applicable federal, state, and local laws and regulations.

D. The Contractor shall provide qualified operators possessing all licenses and certifications required to perform the services.

E. The Contractor shall be responsible for the timely arrival of equipment and personnel at designated job sites and shall promptly notify the County of any delays that may affect service performance.

F. The Contractor shall not assign, transfer, or subcontract performance of services without complying with the subcontracting requirements contained in this solicitation.

G. The Contractor shall remain responsible for all services performed under this contract, including services performed by any approved subcontractor.

3.6. WARRANTIES

A. The Bidder warrants that all services performed under this contract shall be completed in a professional and workmanlike manner by qualified personnel exercising the degree of skill and care ordinarily exercised by reputable contractors providing similar services.

B. The Bidder warrants that all trucks, equipment, and vehicles utilized in the performance of services under this contract shall be properly maintained, in safe operating condition, and compliant with all applicable federal, state, and local laws, regulations, and safety requirements.

C. The Bidder warrants that all services performed under this contract shall comply with all applicable requirements of the Occupational Safety and Health Act (OSHA), Texas Department of Transportation (TxDOT) regulations, and all other applicable governmental regulations.

D. The Bidder warrants that it possesses and shall maintain throughout the term of the contract all licenses, permits, registrations, certifications, and qualifications required to perform the services described in this solicitation.

E. The Bidder shall promptly correct, at its own expense, any deficiencies in performance resulting from failure to comply with the requirements of this contract

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. Invoices shall be emailed directly to Ector County:Ector County Auditor, accountspayable@ectorcountytx.gov, and the authorized the Public Works Department Personnel including:jeffrey.avery@ectorcountytx.gov, amber.valles@ectorcountytx.gov, manuel.carillo@ectorcountytx.gov

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. Invoices shall include reference to load counts, truck types, material hauled, and dates of service

E. 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.

F. In the event invoices cannot be emailed, they are to be directed to: Ector County Auditor, 1010 E. 8th Street, Room #121, Odessa, Texas, 79761, AND Public Works Department, 7613 W. Dunn, Odessa Texas, 79761.

3.11. PAYMENT

Payment shall be made to the Contractor within thirty (30) days after Ector County's receipt and acceptance of all services performed and receipt of a valid invoice.

Invoices shall be submitted in accordance with the invoicing requirements set forth in this solicitation and shall accurately reflect the services performed at the awarded contract rates.

Ector County shall not be obligated to pay for services that have not been performed, have not been accepted by the County, or are not invoiced in accordance with the terms of this contract.

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. TESTING

Ector County reserves the right to conduct whatever tests deemed necessary to identity a pre-qualified material and determine if there is a change in the composition, manufacturing process, or quality that may affect its durability or performance. In case of variance, the County's tests will govern.

3.17. 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).

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, it's 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 offence 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.

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. 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 87th 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 87th 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

The agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of Ector County. The County may award one Primary and one Secondary vendor by portions or for the entire bid. Ector County may award a single vendor, multiple vendors, or use any combination that serves the best interest of the County.

5.1. SUBMISSION INFORMATION

Ector County is requesting bids on ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES. Sealed or Electronic Bids addressed to Ector County Purchasing Agent, Andrea Moralez will be received by 2:00 pm on Thursday, July 16, 2026.

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 "ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES" 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 Thursday, July 16, 2026. Any bids received after bid closing time will not be accepted.

5.2. SCOPE OF WORK

Hauling of various materials to County road projects and stockpile yards within the County.

5.3. MATERIAL PICKUP AND DELIVERY

Successful bidders will work with the county supervisor at an acceptable time for each haul and time will be sign off daily by the county supervisor in charge of that project. Haul materials from designated source locations (quarries, stockpiles, etc.) to project sites as directed by authorized County personnel. The vendor is responsible for the **delivery and pickup of all road construction materials** and for the **pickup and drop-off of water** required for dust control and compaction. All deliveries must be coordinated with the project schedule and directed to locations designated by County representatives.

5.4. WATER TRUCK

Ector County is requesting hauling services requiring the use of an18-wheeler water truck, fully equipped with a rear spray bar and capable of carrying **5,000–8,000 gallons** of water. Services are provided on an hourly basis and include the supply of water for road construction, dust suppression, grading, and compaction activities.

- **Water Supply**: Includes filling, and transporting of water to the project site. Water will be provided by Ector County as designated from County Personnel.
- **Equipment Specifications:**
- **Vehicle**: 18-Wheeler Water Truck
- **Capacity**: 5,000 – 8,000 gallons (dependent on tank configuration)
- **Spray System**: Rear spray bar (full width) Manual or cab-controlled valve operation

It is the vendor's sole responsibility to apply water as needed for road material construction. Ector County will not provide, operate, or handle any water spraying equipment. The vendor must supply all necessary equipment and ensure proper application in accordance with project requirements.

5.5. BELLY DUMP & END DUMP TRUCKS

Ector County is requesting hauling services requiring the use of dump trucks. Services shall be performed using a combination of **Belly Dump Trucks**, and **End Dump Trucks** with 12-yard and 18-yard capacities.

- **Belly Dumps**: ~20–24 tons per load;
- **End Dumps (12 Yard)**: ~12 cubic yards;
- **End Dumps (18 Yard)**: ~18 cubic yards;

All trucks must be in good mechanical condition and capable of performing repetitive hauls over both paved and unpaved surfaces. Belly Dumps must have operable gates for controlled flow.

End Dumps must have functional hoists, safety alarms, and tailgate locks. The trucks will need to be able to dump in to a hopper on a paving machine.

5.6. JOBSITE REQUIREMENTS

- Drivers will be required to attend site specific or pre-shift safety briefings.
- All deliveries must follow designated access routes and adhere to site-specific safety instructions provided by the site supervisor.
- Spotters will be utilized when backing up in blind or congested areas.
- Wheel chocks must be used when vehicles are parked or unloading.
- Drivers must wear appropriate personal protective equipment (PPE) including hard hats, high-visibility vests, and steel-toed boots to be provided by the Vendor

5.7. SPILLAGE RESPONSIBILITY

The vendor will be responsible for all spillage that may occur during transport, loading, or unloading operations. The vendor shall immediately report any spillage to the designated County representative responsible for the project and clean up the spillage. Failure to do so may result in corrective action and back charges for any costs incurred by Ector County.

5.8. NOTIFICATION AND CONFIRMATION OF AVAILABILITY

Ector County will provide a minimum of one (1) business day's notice for requested hauling or delivery services. Upon receiving notice, the vendor shall confirm availability and provide an estimated time of arrival (ETA) for equipment and personnel. Confirmation and ETA must be communicated no later than the end of the business day on which notice is received. Communication related to the performance of services under this agreement will be conducted primarily via phone call. However, other forms of communication such as email, text message, or instant messaging may be used as necessary for documentation, scheduling, or convenience, provided they do not hinder the execution of services.

5.9. WORKING HOURS

Depending on the specific project requirements, the vendor may be required to operate during either day or night shifts. Standard working hours are generally between **6:00 AM and 5:00 PM CST**, with typical workdays consisting of approximately **8 to 10 hours**. While emergency call-outs are not anticipated, the vendor must be available for **scheduled night and weekend work** as needed. Ector County will provide advance notice for any such scheduling.

5.10. HOURLY RATES AND BILLING

All services under this contract shall be billed at an agreed-upon **hourly rate**. The hourly rate shall be **all-inclusive**, incorporating all mobilization, fuel, maintenance, operator wages, and any other ancillary costs. No additional charges outside the stated hourly rate will be accepted unless expressly approved in writing by Ector County in advance.

5.11. DOCUMENTATION AND INVOICING

Awarded vendor shall provide load tickets and daily haul tickets for all work performed. These documents must be submitted at the end of each workday and shall be signed by the designated jobsite supervisor to verify the accuracy of the services rendered.

Invoices shall include reference to load counts, truck types, material hauled, and dates of service.

5.12. COMPLIANCE WITH TXDOT STANDARDS

All trucks and equipment utilized under this contract shall meet or exceed the minimum safety requirements established by the Texas Department of Transportation (TxDOT). This includes compliance with all applicable TxDOT regulations regarding vehicle condition, safety equipment, driver qualifications, inspections, and operational protocols. All trucks used for hauling materials under this agreement must be properly covered with tarps or other suitable coverings to prevent spillage, dust, or debris from escaping during transport. The contractor is responsible for ensuring all loads are secured and compliant with applicable local, state, and federal regulations regarding material containment and roadway safety. The awarded vendor will supply any documentation to Ector County upon request.

5.13. SUBCONTRACTING

Subcontracting is permitted under this contract; however, the awarded vendor shall retain full responsibility for ensuring that all subcontractors comply with the terms and conditions of the contract, including safety standards, performance expectations, and all applicable local, state, and federal regulations. The vendor shall be liable for any actions, omissions, or violations committed by its subcontractors as if performed by the vendor itself.

5.14. EQUIPMENT SUITABILITY

All trucks and equipment used in the performance of services under this agreement must meet the operational, safety, and performance standards required by the County. Ector County reserves the right to inspect and determine the fitness of any truck or equipment proposed for use. Trucks deemed unfit or unsafe by the County shall not be used for the provision of services, and must be replaced at the contractor's expense without delay.

5.15. FUEL SURCHARGE

If a bidder proposes a fuel surcharge, the bidder shall provide a detailed fuel surcharge methodology and schedule as part of its bid submission.

Any proposed fuel surcharge documentation shall be uploaded and submitted with the bid response in the designated Bid Upload Section.

Bidders that do not assess fuel surcharges are not required to submit fuel surcharge documentation. Submission of a bid without fuel surcharge documentation shall be interpreted as the bidder's acknowledgment that no fuel surcharge will be applied under the resulting contract.

Any accepted fuel surcharge methodology shall become part of the resulting contract and may not be modified without prior written approval.

6. PRICING PROPOSAL

All services provided under this agreement shall be billed at a single, all-inclusive standard hourly rate. This rate includes, without limitation, any work performed during nights, weekends, or holidays. No additional premiums, surcharges, or alternate rates shall apply for services rendered outside of regular business hours. The standby rate applies when trucking equipment and personnel are on-site and available for service, but are unable to operate due to circumstances outside the contractor's control.

BID FORM

LINE ITEM	TRUCK TYPE	LOAD CAPACITY	UNIT OF MEASURE	STANDARD HOURLY RATE	STANDBY RATE	NO BID
1	BELLY DUMP TRUCK	~20-24 TONS	$			
2	END DUMP TRUCK-12 YARD	~12 CUBIC YARDS	$			
3	END DUMP TRUCK-18 YARD	~18 CUBIC YARDS	$			
4	WATER TRUCK-18 WHEELER (EQUIPPED WITH SPRAY BAR)	5,000-8,000 GALLON	$			

7. VENDOR QUESTIONNAIRE

7.1. BID UPLOAD
Upload Bid Here (As applicable):

7.2. SPILLAGE*
The vendor will be responsible for all spillage that may occur during transport, loading, or unloading operations. The vendor shall immediately report any spillage to the designated County representative responsible for the project and clean up the spillage. Failure to do so may result in corrective action and back charges for any costs incurred by Ector County.

☐ Please confirm

*Response required

7.3. 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

7.4. AUTHORIZED REPRESENTATIVE*
Please download the below documents, complete, and upload.

- SIGNATURE_PAGE_(1).docx

*Response required

7.5. PROPOSER RESIDENCY CERTIFICATION*
Please download the below documents, complete, and upload.

- Proposer_Residency_Certific...

*Response required

7.6. CONFLICT OF INTEREST QUESTIONNAIRE*
Please download the below documents, complete, and upload.

- CIQ.pdf

*Response required

7.7. ECTOR COUNTY PROFESSIONAL REFERENCE SHEET*
Please download the below documents, complete, and upload.

- Reference_Page_(1).doc

*Response required

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

☐ Yes
☐ No

*Response required

7.9. 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

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

- MSA_ HIGH.doc

7.11. REQUIRED ONLY BY AWARDED VENDOR -EXAMPLE- CERTIFICATE OF LIABILITY INSURANCE
Awarded vendor will be required to submit completed form.

- Certificate_of_Insurance_HI...

7.12. REQUIRED ONLY BY AWARDED VENDOR - CERTIFICATE OF INTERESTED PARTIES - FORM 1295
Awarded vendor will be required to submit completed 1295 form.

- Form_1295_.docx

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

- Senate_Bill_13_Verification...

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

- SENATE_BILL_19_VERIFICATION...

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

- House_Bill_89_Verification....

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

- Senate_Bill_252_Verificatio...

PERMIACARE

Contract Department
401 East Illinois Avenue
Midland, TX 79701
432-570-3333

Judge Dustin Fawcett
Sheriff Mike Griffis
Ector County
P.O. Box 2066
Odessa, TX 79760

May 5, 2026

Dear Judge Fawcett and Sheriff Griffis,

Please find enclosed the renewal contract between **Ector County** and **PermiaCare** for Mental Health Deputy Services.

Please find enclosed:

1. Contract (please sign and return page 18)
2. Exhibit D (please initial and return)
3. Exhibit E Data Use Agreement (please sign and return)
4. Attachment 1 Texas Health and Human Services Required Clauses (please sign and return the last page)
5. Standard Operating Procedures (please sign pg. 6 and return)

Please return **all documents** to us and a complete set including the Fully Executed Contract will be returned to you upon completion. Please contact me at **432-570-3333** if you have any questions or concerns. We look forward to continuing our professional relationship with you in the future.

Sincerely,

Adriann Garcia
Administrative Assistant
401 E. Illinois Suite 403
Email: adrianngarcia@permiacare.org
Fax: (432) 570-3346

Agenda item #10

PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
COMMUNITY BASED SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between **PERMIAN BASIN COMMUNITY CENTERS DBA PermiaCare**, a community center under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended, (the "Authority") **Ector County** ("Contractor"), for the purpose of providing community-based services currently not available to the Authority through its present staff of employees.

RECITALS

WHEREAS, **PermiaCare** is a State of Texas designated mental health and intellectual and developmental disability local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and developmental disability services for the residents of **Midland, Ector, Pecos, Brewster, Jeff Davis, Presidio, Hudspeth, and Culberson Counties**; as well as the Provider Contractor for the Texas Department of Rehabilitative Services (DARS).

WHEREAS Contractor desires to contract with Authority to provide **Mental Health Deputy Services** and;

WHEREAS this agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I.
PERSONNEL

The Authority staff members responsible for monitoring, approving billing and the clinical program for this Agreement is the **Chief Operating Officer, Todd Luzadder**, or his designee.

II.
INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1. **Independent Contractor**. The relationship between the Authority and Contractor will be that of an independent contractor. The parties agree that none of the provisions of this Agreement are intended to create, nor will be deemed or construed to create, any relationship between the Authority and Contractor other than that of independent parties contracting with each other to carry out this Agreement. It is expressly agreed that Contractor and Contractor's personnel, if any, may not for any purposes be deemed to be an officer, employee, agent, partner, joint ventures, ostensible or apparent agent, servant or borrowed servant of the Authority. Contractor agrees that it will not hold itself out as

an agent of the Authority to individuals served under this Agreement or to any other persons.

Contractor understands and agrees that:

A. Authority will not:
   1) withhold on Contractor's behalf any sums for income tax, unemployment insurance, social security, or any other withholding under any law or requirement of any governmental body relating to Contractor; or
   2) make available to Contractor any benefits afforded to employees of Authority.

B. All the payments, withholdings, and benefits, if any, are the Contractor's sole responsibility regarding reimbursement under this Agreement; and

C. Contractor will indemnify and hold Authority harmless from any and all loss or liability arising with respect to the payments, withholdings, and benefits, if any, described in this Agreement.

D. In the event the Internal Revenue Service should question or challenge Contractor's independent contractor status, the parties mutually agree that all parties to this Agreement will have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service.

2. Professional Judgment. In the performance of all services under this Agreement, Contractor is at all times acting as an independent contractor engaged in the delivery of its services. Contractor and its personnel, if any, will employ their own means and methods and exercise their own professional judgment in performing the services under this Agreement. The sole concern of the Authority under this Agreement is that, irrespective of the means selected, the services will be performed in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Authority and state laws.

3. Liability for Treatment or Service. Nothing in this Agreement shall be deemed to change or alter any relationship which exists or may come to exist between the Contractor and the person served. Contractor shall have and be subject to the same duties, liabilities and responsibilities toward the Authority's persons' served as exist generally between Contractor and other individuals he provides a service. Further, the Utilization Review and Quality Management Procedures of the Authority shall not diminish the Contractor's obligation to render individuals served consistent with the applicable standards of care.

III.
OBLIGATIONS OF CONTRACTOR

1. **Services.**

   A. The professional services to be provided by the Contractor will be provided in accordance with the Plans of Care/Treatment Plans, Individual Habilitation Plans or Community Placement Plans of persons, as set forth in Exhibit A.
   B. Contractor agrees that no person who is eligible for services under this Agreement will be denied services solely on the basis of the person's arrest, charge, fine, probation, indictment, incarceration, deferred adjudication, community supervision, sentencing, or conviction of a criminal offense.
   C. Contractor agrees that it may not restrict or expand the definitions of priority population or any other consumer/individual served defined in this Agreement.
   D. Contractor agrees that it will not deny services to a consumer serviced under this Agreement because of consumer's inability to pay.
   E. If applicable, Contractor must ensure that if any services provided by Contractor, now or in the future, are funded by Title XIX of the Social Security Act relating to the services of an Intermediate Care Facility for persons with Developmental Disabilities (ICF/DD), an Intermediate Care Facility (ICF), or a Skilled Nursing Facility (SNF), no funds received by Contractor from Authority shall be used to pay for services reimbursed under Title XIX. Contractor further must notify Authority if Contractor intends to participate in any Title XIX program and, if Contractor participates in such a program, to notify Authority if Program Resident, not already receiving Medicare or Medicaid assistance, becomes eligible for such assistance.

2. **Qualifications.** Contractor's professional and educational qualifications and any additional required documentation are set forth in Exhibit B.

3. **Authority Approval of Contractor Personnel.** Contractor agrees not to subcontract or assign any services until approval of such subcontractors are approved by Authority in writing. Any subcontractors or employees of Contractor are the direct responsibility of Contractor.

4. **Certifications and Representations**

   A. Contractor represents and warrants at all times during this Agreement, that it, its officers, employees and agents will comply with all applicable policies of the Authority, and all applicable local, state, and federal laws rules, regulations, guidance and/or directives, including but not limited to all applicable standards set forth by HHSC.
   B. Contractor represents and warrants that the Contractor and Contractor's officers, employees and agents are not currently an employee of the Authority.

C. Contractor represents and warrants that it is eligible to receive payments from state funds as required by Texas Family Code §231.006.

D. Contractor further certifies to the following:
   - it is not ineligible for participation in federal or state assistance programs;
   - it is in good standing with all state and federal agencies that have a contracting or regulatory relationship with Contractor;
   - no officer or managing employee of Contractor has been convicted of a crime related to any program established under Medicare, Medicaid, Title XX social services block grants or community mental health block grants;
   - neither it, nor its officers or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and
   - it is not subject to an outstanding judgement in a suit against Contractor for collection of the balance of a substantial debt.

E. Contractor represents and warrants that the Contractor and Contractor's officers, employees and agents are duly licensed, certified, registered and possess other legally necessary and recognized credentials necessary to perform the Covered Services to be provided under this Agreement in accordance with the laws of the State of Texas.

F. Contractor will ensure the performance of services within the standards and scope of its profession and in a manner designed to assist in the Authority's efficient operation of the Authority. Contractor agrees to interact with Authority staff, other Contractors with the Authority, and consultants in a cooperative manner. The adequacy of the performance of this obligation will be determined at the Authority's sole discretion.

G. The Contractor represents and warrants that the execution and performance of this Agreement by the Contractor will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which Contractor is a party or otherwise subject.

H. The Contractor represents and warrants that AIDS/HIV workplace guidelines, similar to those adopted by HHSC, and AIDS/HIV confidentiality guidelines consistent with state and federal law, will be adopted and implemented by the Contractor.

I. The Contractor represents and warrants that at the time of executing this Agreement, neither the Contractor, its officers or directors is currently held in abeyance or barred from the award of a federal, state or county contract. Contractor agrees to disclose this information in the event such abeyance occurs at any time during the term of this Agreement. Such disclosure shall include when Contractor:
   1) is currently held in abeyance from or barred from the award of a federal, state or county contract or if this occurs anytime during this Agreement's term;
   2) has been convicted of a criminal offense related to any county, state or federally funded program; or is placed on "vendor hold" status for any county, state or federally funded Authority or program.

J. The Contractor represents and warrants that it has full power and authority to enter into this Agreement.

K. The Contractor represents and warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Contractor further represents and warrants that if any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such Federal contract, grant, loan, or cooperative agreement, the Contractor will complete and submit Standard Form LLL, A Disclosure Form to Report Lobbying accordingly.

L. The Contractor certifies that it has not had an HHSC contract terminated for cause.

5. Receipts and Records. Contractor agrees to provide the Authority upon request with original receipts for the purchases of all goods and services involving the use of Authority funds as well as all other financial and supporting documents and statistical records. Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to the Authority, including Plans of Service/Treatment Plans, for a period of seven (7) years.

6. Immigration Reform and Control Act. Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.

7. Responsibility for Consumer Funds. If Contractor assumes responsibility for the funds of a consumer, Contractor will abide by written policies approved by the Authority and will protect and account for such funds in accordance with generally accepted accounting principles.

8. Telemedicine Medical Services. Contractor shall ensure that if telemedicine medical services are provided, that they are implemented in accordance with the Authority's written procedures.

9. Training. Contractor agrees to obtain and/or maintain training as required by the Quality Management Department, and as required and approved by the Authority. Proof of all required training shall be submitted to the Authority within thirty (30) calendar days of contract start date (all training needs to occur before the contractor serves consumers). Required training may be obtained from the Authority; however, Contractor shall not bill Authority for said training hours. Failure to obtain and /or keep current required training will be deemed non-compliance and may be considered grounds for termination of this Agreement.

10. Required Reporting Regarding Licensure. Contractor, its officers, employees and agents, will maintain, as applicable to service delivery, any certifications, registrations, or licenses required to remain in good standing in its profession during this Agreement's term. Additionally, Contractor must inform the Authority immediately of any changes – including any termination, reduction, revocation or suspension – to any certifications, registrations or licenses held by the Contractor, its officers, employees or agents. Contractor shall report to Authority any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or licensure. If Contractor's employee has such a denial or revocation, and Contractor fails to remove such employee, then this agreement may be immediately terminated without prior notice.

11. Reports of Abuse and Neglect. Contractor must report to the Authority's Client Rights Officer at (at (432) 570-3333 and Department of Family and Protective Services (at 800-252-5400) allegations of abuse, neglect, and exploitation in compliance with federal and state law, and Authority policies and procedures. Reporting to the Authority's Client Rights Officer shall include the allegations, confirmed or otherwise, which effects all individuals being served by the Contractor whether under this Agreement or not.

a. Contractor agrees to adhere to the Authority policy with regard to incident reporting. This policy will be made available to contractor upon qualification for eligibility to join network and provide services.

b. Contractor agrees to post all required rights, abuse/neglect and complaint information as required by the Agency.

12. Required Information for Criminal Conviction Checks. The Contractor agrees to provide to the Authority any information necessary to obtain or regarding criminal history record information/conviction data on Contractor or any of Contractor's employees whose duties place them in direct contact with clients in accordance with Tex. Health & Safety Code Ann. 533.007 (Vernon 1992) and Chapter 250, the Texas Government Code Chapter 411.115, and 25 Texas Administrative Code Chapter 414, Subchapter K. Should contractor or any employee have a criminal history/conviction relevant to its employment then Contractor shall immediately remove the employee from any direct contact with clients/consumers. If Contractor's employee has such a conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice.

13. Contractor's Governing Body. Contractor agrees to provide Authority with a list of the members of Contractor's governing body, if applicable.

14. Managed Care Organizations. Contractor agrees to follow all guidelines of any managed care contracts that Authority has executed. Further Contractor shall complete all necessary applications and documentation to be a provider in such networks. Failure to join such organizations may limit referrals or indicate grounds for immediate termination of this Agreement.

15. Medical Care. If a person receiving services from Contractor requires immediate and/or emergency medical attention during the delivery of services, Contractor agrees to provide or procure appropriate hospital, surgical, medical and dental care for the individual as specified in the Contractor's Emergency Policy and Procedures.

16. Solicitation Prohibitions Involving Potential Consumers. Contractor agrees and is aware that Contractor is prohibited from offering any gift with a value in excess of $10.00 to potential consumers; soliciting potential consumers in person, through direct-mail, by telephone or other means of communication. Violation of this prohibition will cause immediate termination of this Agreement.

17. Credentialing. Contractor agrees and ensures that its licensed staff and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers. Authority may review and credential all Contractor staff, employees and agents at the professional level (i.e. licensed staff). Contractor will submit completed credentialing application forms to the Authority for each licensed professional providing services to covered consumers. Authority will notify Contractor of any individual not meeting the credentialing criteria. If Contractor has its own credentialing process that meets or exceeds standards set forth by the Authority's Credentialing Committee, credentialing of staff may, upon prior approval by the Authority, be delegated to the Contractor.

18. Quality Management and Monitoring. Contractor agrees; a) to comply with the Quality Management activities of the Authority including organizational self-assessments and measures of satisfaction as specified by the Authority; b) to comply with Authority's utilization management requirements; (c) to comply with Authority's monitoring procedures, including submission of reports and data and other information requested by Authority.

19. Optimizing Revenue. Contractor agrees to optimize earned revenues and ensure best cost value through coordination of insurance benefits and third-party revenues.

20. Assignment. Contractor assigns to Authority any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), as amended, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01 et seq (1967). as amended.

21. Provision of Residential Services. If this contract is for the provision of residential services in a family home, then the home will be used only to house disabled persons and may not be used as a restitution center, a home for substances abusers, or a halfway house. For purposes of this paragraph, "family home" and "disabled persons" are defined as in the Community Homes for Disabled Persons Location Act, Texas Human Resources Code, Chapter 123.

22. Compliance Program. Contractor acknowledges that he or she is aware that the Authority's compliance program is designed to promote compliance by the Authority and its covered contractors, with the requirements of Medicare, Medicaid and other federal healthcare programs. Contractor further acknowledges that he or she has received a copy of the Authority's Code of Conduct and will abide by such Code of Conduct and will participate, as necessary, in Authority's compliance program. Contractor is to report suspected fraud and unlawful conduct to the Authority's Compliance Officer in accordance with Policy AD027.

23. Compliance with Applicable Law. Contractor is required to comply with all applicable laws and regulations concerning services provided under this contract.

24. Conflict of Interest. Contractor represents, warrants and agrees that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Contractor will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code.
Contractor also represents and warrants that it has and will, during the term of this contract abide with the following accountability requirements:
    A. There is not, and will not be, a conflict of interest or standards of conduct violation between the Contractor and any Center employee or officer as prohibited by 25 TAC 412.54(b).
    B. Its employees and officers are not, and will not be, employees or officers of the Center engaged in contracts management of this contract; nor is its employees and officers partners or relatives within the second degree of consanguinity or affinity to such Center employees or officers); as prohibited by 25 TAC Sec.412.54(c)(1);
    C. It and its employees and officers have not violated any standards of conduct stated by 25 TAC Sec.412.54(c)(2);
    D. There is not, and during the contract term there will not be, participating in this contract, a former Center employee or officer subject to 25 TAC 412.54(d).

25. Safety and Health. Contractor agrees to adhere to Authority safety protocols, policies and procedures when providing services on Authority's property. The Authority assumes no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Contract whether performed at an Authority facility or not. The Contractor shall take necessary steps to ensure or protect its clients, itself, and its personnel. The Contractor agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

IV.
RESPONSIBILITIES OF THE AUTHORITY

1. Payment.
   A. In consideration of the obligations undertaken by Contractor, the Authority agrees to pay Contractor, in accordance with the fee schedule attached as Exhibit D, for an amount not to exceed $ 70,000.00 for the time period stated in Section VII, paragraph 1. ***This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Authority has allocated to this Agreement, and if funds for this contract become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Authority.***
   B. Payment will be made as reflected in Exhibit D based upon the services provided by Contractor as reflected in a completed claim form approved either by the Chief Executive Officer, or by the Authority employee(s) authorized to approve billing(s) as set forth in Section I. Personnel. Only the Authority can designate an individual to receive services under this Agreement.
   C. Payment for services is conditioned upon the Contractor completing the documentation necessary for the Authority to process the claim(s). Such documentation must be complete, legible, and properly signed with title, date and time as required. The contents must meet standards, reporting requirements and rules set forth by HHSC, and the Authority.
   D. **Overpayment. In the event Contractor receives overpayment of services provided. Contractor and Authority mutually agree that such identified overpayment will be deducted in total from the next month's reimbursement unless otherwise agreed upon in writing by Authority's Chief Financial Officer.**

2. Staff and Facilities. The Authority agrees to allow Contractor the use of its staff and facilities necessary for carrying out the services provided by the Contractor.

3. Contract Monitoring. The Authority is responsible for routine monitoring of this Agreement to ensure the Contractor complies with the terms of this Agreement and to ensure that outcomes are appropriately managed.

4. Franchise Tax. If Contractor is a corporation and becomes delinquent in the payment of its Texas Franchise Tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.

5. Referrals and Utilization. The Authority does not guarantee utilization of the services to be provided under the Agreement. Contractor acknowledges that there is no warranty or guarantee that Contractor will be utilized by an Individual, consumer or Authority.

Contractor further acknowledges that the parties do not intend to create an exclusive arrangement by this Agreement.

V.
INSURANCE

1. Contractor agrees to maintain and to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense, policies of general and professional liability insurance coverage, vehicle/automobile coverage and workers compensation coverage in order to insure Contractor and Authority against any claim for damages arising in connection with Contractor's responsibilities under this Agreement (See Exhibit B).
   (a) Contractor also agrees to maintain insurance, sufficient to meet state law, on all vehicles used to transport clients served by the Contractor.
   (b) Contractor further agrees to carry adequate insurance, including reasonable liability coverage, for any structures used in serving clients pursuant to this Agreement.
   (c) Contractor may request a waiver from Authority for any waivers in coverage due to non-applicability of the coverage to the service being provided under this Agreement.

2. Contractor shall furnish copies of all the above described insurance policies and a certificate of insurance to the Authority upon execution of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, satisfactory to the Authority. The Authority may withhold payments under the terms of this Agreement until the Contractor furnishes the Authority copies of all such policies and a certificate of insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect. The Contractor shall give the Authority thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

VI.
INDEMNIFICATION

Contractor hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless the Authority and all of its trustees, directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorneys' fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, resulting from or arising out of or occasioned by any act, or the non-performance or any negligence of Contractor or Contractor's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

It is understood by Contractor that this "hold harmless" clause means that if the Contractor is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the Contractor will be responsible for any costs resulting from the damage, death, or injury.

VII.
TERM AND TERMINATION

1. Term. The term of this Agreement is September 1, 2026 to August 31, 2027. PermiaCare has the option, in its sole discretion, to renew the contract for three (3) additional one-year term(s) upon agreement of both parties. In the event Authority and Contractor are still negotiating, preparing, and/or reviewing the services of contractor for renewal on the stated termination date, this agreement shall automatically extend for ninety (90) days or until such time as a renewal agreement is approved by the Authority's Chief Executive Officer whichever comes first.

2. Immediate Termination. Authority may terminate this Agreement immediately if (a) Authority does not receive the funding to pay for designated services under this Agreement*; (b) Authority has cause to believe that termination of the Agreement is in the best interests of the health and safety of the persons with mental disability served under this Agreement; (c) Contractor has become ineligible to receive Authority funds; (d) Contractor or its employees has its Texas license or certification suspended or revoked; (e) in the case of contractors providing direct services to consumers, failure to disclose a criminal conviction; (f) the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements or (g) failure to apply to Authority designated Managed Care Organizations or follow credentialing requirements.

   * **Fund Availability**. This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Authority has allocated to this Agreement, and if funds for this contract become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Authority.

3. Termination upon Default. Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein.

4. Termination Without Cause. This Agreement may be terminated by either party, without cause, after sixty (60) days written notice to the other party.

5. Termination by Mutual Consent. This Agreement may be terminated by the mutual consent of both parties.

6. Termination due to HIPAA/Privacy Rule Violation. Authority shall have the right to take the following step in the event that it becomes aware of a material breach by Contractor of the Authority's Privacy Policy, Procedures, and/or Practices or becomes aware that Contractor has violated a material provision of the HIPAA Privacy Rule or a provision of Section IX.2. of this Agreement:
   (a) Provide the Contractor with the opportunity to cure the breach or violations, or
   (b) Immediately terminate the Agreement if Contractor is unable or unwilling to cure the breach or violations, or
   (c) If neither termination nor cure is feasible, the Authority shall report the violation to Health and Human Services.

7. Transfer of Responsibilities. Upon expiration or termination of this Contract, Contractor and Authority shall cooperate to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to Authority or another entity designated by Authority.

8. Dispute Resolution. In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, and both parties mutually desire to attempt or resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, the parties may refer the issue to a mutually agreeable dispute resolution process or as required by HHSC.

VIII.
MISCELLANEOUS

1. Nondiscrimination. Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1991 and Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*); Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.

2. Amendment. Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Authority and Contractor.

3. Entire Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.

4. Additional Requirements. If Contractor is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the Agreement or places a significant financial burden on the Contractor, the Contractor may, upon giving sixty (60) days' notice of such intention, be entitled to renegotiate in good faith to ament the Agreement.

5. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Midland County, Texas.

6. Notices. Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Authority or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Authority:

Chris Barnhill
Chief Executive Officer
PermiaCare
401 E. Illinois Ste. 401
Midland, Texas 79701

If to Contractor:

Sheriff Mike Griffis
Ector County
P.O. Box 2066
Odessa, Texas 79760

7. Severability. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).

8. Authority to Bind Authority. This Agreement is not binding upon the Authority unless and until it has been executed by the Chief Executive Officer.

9. Contractor's Authority. The person or persons executing and signing this Agreement on behalf of the Contractor guarantees that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.

10. Exhibits. All Exhibits and Attachments referred to or included in this agreement and attached hereto are incorporated herein by this reference.

11. Effects of Severable Provision. In the event that a provision of this Agreement is rendered invalid or unenforceable, and its removal has the effect of materially altering the obligations of the parties to this Agreement in the manner as, in the sole judgment of the affected party:
    a) will cause serious financial hardship to the affected party; or
    b) will cause the affected party to act in violation of law or its corporate Articles or Bylaws, the party so affected will have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.

12. Force Majeure Event. Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this Clause will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.
    A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party ("Force Majeure Event").
    This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event and takes all reasonable steps to minimize damages and resume performance.

13. Governmental Action Event. A "Governmental Action" event may excuse performance of a provision under this agreement when the party's failure to act is required by the

compliance with any action, order, direction, request or control of any governmental authority or person purporting to act for any governmental authority.

14. No Waiver of Legal Protection. The Parties expressly agree that no provision of this Agreement in any way is intended to constitute a waiver by the Authority or the State of Texas of any immunities from suit or from liability that the Authority or the State of Texas may have by operation of law.

15. CDC Restrictions. As is the case with any infectious disease, parties to this contract agree to adhere to the issued guidance of the Center for Disease Control (CDC) regarding employee health and safety. Parties agree not to ask or require employees or individuals being served to do anything contrary to any guidelines or other government restrictions.

16. Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S .C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

IX.
RECORDS, CONFIDENTIALITY AND ACCESS

1. Disclosure under the Public Information Act. Authority operating under the Public Information Act is required upon written request to release information regarding Contractor which may include Contractor Profile or other documents. Information deemed proprietary by Contractor must be clearly indicated as such and may still be subject to disclosure depending on a ruling from the Attorney General's Office. Contractor shall be solely responsible for the contesting or defending the release of any information it deems to be proprietary and hereby releases the Authority from any duty, responsibility, or liability with regard to the release of any information delivered to the Authority by Contractor.

2. Confidentiality of Records of Covered Individuals Served by This Agreement. Contractor agrees to comply with all applicable privacy rules, laws, and regulations including those

specific to minors, found in the Health Insurance Portability and Accountability Act (HIPAA), Texas Health and Safety Code Title 2 Chapter 181, and 42 CFR Part 2, if applicable, to services provided, incorporated by reference to this Agreement.

In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Rule (45 CFR Parts 160 and 164):

A. Contractor agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with client information, if any, accessed or generated during services as a Contractor for the Authority, that Contractor and its officers, employees, agents and subcontractors are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information.

B. Contractor agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, Contractor and its officers, employees and agents are bound by provisions of 42 C.F.R. Part 2.

C. Contractor agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information or protected health information. The term: "client identifying information" and/or "Protected health information" includes, but is not limited to, a client's medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgement that a person is or has received services at the facility, center, or other designated provider.

D. Contractor agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to clients except as expressly stated in applicable laws, rules and regulations. Contractor agrees to inform the Authority of any attempts to gain access to information pertaining to clients.

E. Contractor agrees to report to Authority any use or disclosure of protected health information not provided for by this agreement of which it becomes aware. As well as to mitigate, to extent practicable, any harmful effect that it is aware of that results from a use or disclosure of protected health information by it in violation of the requirements of this Agreement.

F. Contractor acknowledges that any Breach that Contractor discovers shall be reported to HHSC by the Authority in the time, manner and content required.

G. Contractor agrees to make available to the Secretary of State or its designee its internal practices, books and records, policies and procedures or those of Authority used by Contractor related to the use and disclosure of protected health information for the purpose of determining Contractors compliance with the Privacy Rule.

H. Contractor agrees to maintain documentation of and information related to its uses and disclosures of protected health information to permit Authority to provide an accounting of disclosures as prescribed by 45 CFR §164.528.

I. Contractor acknowledges that Authority is not permitted to enter into any agreement with a Contractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of Authority without requiring that Authority to first execute the Subcontractor Agreement Form which ensures that the Contractor (i.e. Subcontractor) will comply with the identical terms, conditions, safeguards and restrictions as contained in the Data Use Agreement (DUA) for PHI executed between the Authority and HHSC. The DUA Subcontractor Agreement Form accompanies this contract and is considered to be a part of this Contract.

J. Contractor acknowledges and agrees if Contractor has access to any state computer system or database, Contractor shall complete cybersecurity training and verify completion of the training program to the Center pursuant to and in accordance with Section 2054.5191 of the Government Code.

3. **Access.** Pursuant to Health and Safety Code §534.061, contractor agrees to allow the Authority or other authorized governmental agencies unrestricted access during usual business hours to all facilities, service providers, individuals served, records, data, and other information as necessary to enable HHSC and/or the Authority or other authorized agencies to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement. Contractor authorizes Authority and HHSC or their designated agents to make copies of, at no charge, Contractor's medical, financial and administrative books, documents and records related to the provision of services to Individuals and the cost thereof, subject to applicable laws and regulations.

4. **Access to Books and Records of Subcontractor for Medicare or Medicaid.** If it shall be determined or asserted that this Agreement is a contract between a provider and a subcontractor within the meaning of Section 1861(v)(1)(I) of the Social Security Act, as amended, or any rules, regulations, or judicial or administrative interpretations or decisions promulgated or made pursuant thereto, then Contractor hereby agrees that:

(a) Until the expiration of six (6) years after the furnishing of any service pursuant to this Agreement, Contractor shall provide, upon written request by the Secretary of the Department of Health and Human Services (the "Secretary"). The Comptroller General of the United States (the "Comptroller General", or any of their duly authorized representatives, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of any costs incurred by the Authority with respect to this Agreement, and the services provided pursuant hereto; and

(b) If Contractor subcontracts any part of this contract that has a value or cost of $10,000 or more over a twelve (12) month period, the subcontract shall contain a clause to the

effect that until the expiration of six (6) years after the furnishing of such services pursuant to such subcontract, the related organization or individual shall make available, upon written request by the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract, and such books, documents, and records of such organization or individual that are necessary to verify the nature and extent of the costs incurred with respect to such subcontract and the services provided pursuant thereto.

4. Right of Audit and Recovery. Contractor hereby authorizes Authority to conduct retrospective audits of Contractor's claims and other records related to any service rendered to an Individual for a period of up to two (2) years following payment to Contractor. In the event such an audit reveals that Contractor was paid by Authority for services not rendered or properly documented, Authority may recover any compensation paid to Contractor for such services and Contractor agrees to pay Authority on demand, but not later than thirty (30) days, any such amount determined by the Authority to have been paid for services not rendered or not properly documented.

CONTRACTOR

Sheriff Mike Griffis, Ector County

5/22/26
Date

PermiaCare

Chris Barnhill, Chief Executive Officer

5/15/26
Date

CONTRACTOR

Judge Dustin Fawcett, Ector County

PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE

MENTAL HEALTH SERVICES PROVIDERS AGREEMENT

EXHIBIT A

DESCRIPTION OF COVERED SERVICES:

Mental Health Deputy Services delivered under this contract will be provided in accordance with Ector County Sheriff's Office, Mental Health Unit, and Standard Operating Procedures Manual.

JAIL DIVERSION SERVICES:

Mental Health Deputy in Ector County shall provide jail diversion services to priority population offenders coming into contact with the criminal justice system in Ector County. The Mental Health Deputy shall assist patrol officers with cases involving people with mental health crisis, respond to mental health crisis calls from the community, serve Orders of Protective Custody, and perform transportation to facilities for individuals who are involuntarily court committed to inpatient facilities. The Mental Health Deputy shall collect data regarding the number and types of calls received and the number of people diverted from jail into mental health treatment.

PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
PROVIDER AGREEMENT
EXHIBIT D
Rate, Amount, and Frequency of Payment with Designation of Payees.

Contractor: Ector County Sheriff's Office

Contract: ☐ New Provider ☒ Renewal ☐ Extension ☐ Termination

TERM: September 1st, 2026 to August 31st, 2027 CAP: $ 70,000.00

Supervisor/Case Manager/RSP: Todd Luzadder, Chief Operating Officer

SERVICE DESCRIPTION (SERVICE INCLUDING TRAVEL)	SERVICE UNIT	FEE SCHEDULE/RATE
Mental Health Deputy Services	Per Month	$5,833.33

BILLING & PAYMENT INFORMATION

BILLING INVOICES MUST INCLUDE THE FOLLOWING DETAILS:

- Vendor Name, Address and Phone Number
- Invoice Date
- Service Month
- Description of Service Provided
- Rate (Amount Due for the Service Delivered)

All invoices are due to program supervisors by noon on Friday for payment in the following weekly Friday A/P run. Program supervisors will approve for payment.

BILLING/INVOICES SHOULD BE SENT TO: Todd Luzadder AT 401 E. Illinois Midland, TX 79701 **FOR APPROVAL. ALL INVOICES REQUIRE APPROVAL PRIOR TO PAYMENT.**

NOTE:
BILLING/INVOICES WILL BE PAID MONTHLY BY THE ACCOUNTING OFFICE.

CONTRACTORS MAY ELECT TO RECEIVE PAYMENT BY DIRECT DEPOSIT OR CHECK. CHECKS WILL BE MAILED THE FRIDAY PAID. IF CHECKS ARE ELECTED AS THE PAYMENT METHODS, THEY WILL BE MAILED TO CONTRACTOR TO THE ADDRESS NOTED ON PAGE 13 OF THIS AGREEMENT. DIRECT DEPOSIT FILES ARE SUBMITTED TO THE BANK ON THE FRIDAY PAID FOR DEPOSIT ON MONDAY.

Please initial upon acceptance: _____

EXHIBIT E
Data Use Agreement (DUA) SUBCONTRACTOR AGREEMENT FORM
As Required by HHS Contract with Authority

The DUA between HHS and the **Authority** establishes the permitted and required uses and disclosures of Confidential Information by PermiaCare.

The **Authority** has subcontracted with **Ector County**, Texas (SUBCONTRACTOR) for performance of duties on behalf of **Authority** which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to **Authority** under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. The full DUA may be accessed by contacting Authority's Contracts Coordinator. **Authority** and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.
HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Authority and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by **Authority** in the time, manner and content required by the DUA.

If **Authority** knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations **Authority** will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps **Authority** is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

AUTHORITY	**SUBCONTRACTOR**
NAME: Chris Barnhill	NAME:
SIGNATURE: Chris Barnhill	SIGNATURE:
TITLE: CEO	TITLE: County Judge
DATE 5/15, 2026	DATE:, 20

ATTACHMENT 1

Required Clauses by Health and Human Services (HHS) for Sections Specific to Subcontractors in HHS:

UNIFORM TERMS AND CONDITIONS (UTC) V. 3.5 September 2024

For purposes of these Uniform Terms and Conditions, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). Authority is Permian Basin Community Centers dba PermiaCare.

INTELLECTUAL PROPERTY (related to Article VI)

1.1 Ownership of Work Product

A. All right, title, and interest in the Work Product, including all Intellectual Property (IP) Rights therein, is exclusively owned by HHS or Authority. Contractor and Contractor's employees will have no rights in or ownership of the Work Product or any other property of Authority or HHS.

B. Any and all Work Product that is copyrightable under United State copyright law is deemed to be "work made for hire" owned by HHS or Authority, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal laws, Contractor hereby irrevocably assigns and transfers to Authority, HHS, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all cause of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Contractor agrees to execute all papers and to perform such other acts as Authority or HHS may deem necessary to secure for Authority or HHS or its designee the rights herein assigned.

D. In the event that Contractor has any rights in and to the Work Product that cannot be assigned to Authority or HHS, Contractor hereby grants to Authority and HHS an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Contractor. Contractor shall provide Authority and HHS access during normal business hours to all Contractor materials, premises, and computer files containing the Work Product.

1.2 Contractor's Pre-Existing Works

A. To the extent that Contractor incorporates into the Work Product any works of Contractor that were by Contractor or that Contractor acquired rights in prior to the Effective Date of this Agreement, Contractor retains ownership of such Incorporated Pre-existing Works.

B. Contractor hereby grants to Authority and HHS an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. Contractor represents, warrants, and covenants to Authority and HHS that Contractor has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to Authority and HHS.

1.3 Third Party IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Contractor, Contractor hereby grants to Authority and HHS, or shall obtain from applicable third party for Authority's and HHS's benefit the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Authority and HHS's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to Authority or HHS in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Contractor shall obtain HHS's or Authority's advance written approval prior to incorporating any Third Party IP into the Work Product, and Contractor shall notify HHS and Authority on delivery of the Work Product if such materials include any Third Party IP.

C. Contractor shall provide HHS and Authority all supporting documentation demonstrating Contractor's compliance with this Section, including without limitation documentation indicating a third party's written approval for Contractor to use any Third Party IP that may be incorporated in the Work Product.

1.4 Agreements with Employees and Subcontractors

Contractor shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Contractor's compliance with Contractor's obligations under this subject of Intellectual Property.

1.5 Delivery upon Termination or Expiration

No later than the first calendar day after the termination or expiration of the Agreement or upon HHS's or Authority's request, Contractor shall deliver to HHS or Authority all completed or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Contractor's failure to timely deliver such Work Product is a material breach of the Agreement. Contractor will not retain any copies of the Work Product or any documentation or other products or results of Contractor's activities under the Agreement without the prior written consent of HHS and Authority.

1.6 Survival

The provisions and obligations of this article survive any termination or expiration of the Agreement.

1.7 HHS and Authority Data

A. As between the Parties, all data and information acquired, accessed, or made available to Contractor by, through, or on behalf of HHS or HHS contractors including Authority and including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data process services in connection with Contractor's performance hereunder (the "HHS and Authority Data"), is owned solely by HHS or Authority.

B. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the HHS or Authority Data except as required for Contractor to fulfill its obligations under the Agreement or as authorized in advance in writing by HHS and Authority.

C. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, HHS or Authority Data for marketing, research, or other non - governmental or commercial purposes, without the prior written consent of HHS or Authority.

D. Contractor shall make HHS and Authority Data available to HHS and Authority, including to HHS's and Authority's designated vendors, as directed in writing by HHS or Authority. The foregoing shall be at no cost to HHS or Authority.

E. Furthermore, the proprietary nature of Contractor's systems that process, store, collect, and/or transmit the HHS or Authority Data shall not excuse Contractor's performance of its obligations hereunder.

RECORD RETENTION, AUDIT, AND CONFIDENTIALITY (related to Article VIII)

2.1 Record Maintenance and Retention

A. Contractor shall keep and maintain full, true, and complete records necessary to fully disclose to the Authority, HHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives, all information to determine compliance with the terms and conditions of this Agreement and all state and federal rules, regulations, and statutes. Contractor shall ensure these same requirements are included in all subcontracts.

B. Contractor shall maintain and retain legible copies of this Agreement and all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Contractor for a minimum of seven (7) years after the Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Agreement are resolved, whichever is later. Contractor shall ensure these same requirements are included in all subcontracts.

2.2 Agency's Right to Audit

A. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Contractor pertaining to the Agreement for purposes of inspecting, monitoring, auditing, or evaluating by Authority, HHS and the State of Texas. Contractor shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors shall permit the Authority, HHS or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Agreement.

Contractor shall permit HHS or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Agreement. Contractor will ensure these same requirements are included in all subcontracts. If the Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have right of access to records as described include the HHS, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the Authority or HHS or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Contractor shall produce original documents related to this Agreement.

D. The Authority and HHS and any duly authorized authority shall have the right to audit billings both before and after payments, and all documentation that substantiates the billings and payments related to the Agreement, including those related to a Subcontractor.

E. Contractor shall include the Authority's, HHS's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Agreement in any Subcontract it awards.

2.3 Response/Compliance with Audit or Inspection Findings

A. Contractor must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Agreement and the services and Deliverables provided. Any such correction will be at Contractor's or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance shall be solely the decision of the Authority or HHS.

B. As part of the services, Contractor must provide to Authority or HHS upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the Authority under the Agreement.

C . Contractor shall include the requirement to provide to the Authority and to HHS (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this

Agreement in any Subcontract it awards. Upon request by the Authority or by HHS, Contractor shall enforce this requirement against its subcontractor. Further, Contractor shall include in any Subcontract it awards a requirement that all Subcontractor Subcontract must also include these provisions.

2.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

2.5 Confidentiality

Contractor shall maintain as confidential and shall not disclose to third parties without Authority's or HHS's prior written consent, any Authority or HHS information including but not limited to Authority's or HHS's business activities, practices systems, conditions, and services. This section will survive termination or expiration of this Agreement. Further, the obligations of Contractor under this section will survive termination or expiration of this Agreement. This requirement must be included in all subcontracts awarded by Contractor.

PROHIBITED ACTIVITIES (related to Article IX, Section 9.6)

3.1 Political Activities

Contractors and their relevant subcontractors are prohibited from using funds from this Agreement directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Contractors may use private money or contributions for political purposes but may not charge to, or be reimbursed from, the Agreement funds for the costs of such activities.

Employees funded by this Agreement may not use official authority or influence to achieve any political purpose and the funds from this Agreement cannot be used for the salary, benefits, or any other compensation of an elected official.

Funds received through this Agreement may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, Agreement funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

As applicable, Contractor will comply with 31 USC Section 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

GENERAL PROVISIONS

4.1 Permitting and Licensure (related to Article XI, Section 11.9)

At Contractor's sole expense, Contractor shall procure and maintain for the duration of this Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement. Contractor shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Agreement.

4.2 Disclosure of Litigation (related to Article XI, Section 11.26)

Contractors and their Subcontractors must disclose in writing to Authority any material civil or criminal litigation or indictment either threatened or pending involving the Contractor to include: governmental investigations and civil investigative demands, administrative enforcement actions brought by governmental agencies and any material litigation that would affect Contract performance or substantial change in the Contractor's financial condition. This is a continuing disclosure requirement. Any litigation commencing after the effective date of the contract must be disclosed in a written statement within seven calendar days of its occurrence.

CONTRACT AFFIRMATIONS Version 2.6 Effective July 2025

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). Authority

is Permian Basin Community Centers dba PermiaCare. Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

   Contractor represents and warrants that all statements and information provided to the Authority are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response, if any.

3. Public Information Act

   Contractor understands that Authority will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the Authority or the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

   Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

   A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the Authority. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the Authority or HHS may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of Authority or HHS's notice of assignment, pledge, or transfer, Contractor shall cooperate with Authority and HHS in giving effect to such assignment, pledge, or transfer, at no cost to Authority or HHS or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from Authority terms and conditions, if any, are rejected unless expressly accepted by Authority in writing.

7. HHS and Authority Right to Use

Contractor agrees that Authority has the right to use, produce, and distribute copies of and to disclose to Authority its employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as Authority deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of Authority.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this

Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation
Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment
Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties
Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.

15. Foreign Terrorist Organizations
Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency
In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation). Funds under this contract shall not be used towards lobbying activities.

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of Authority, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is in compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if it or its Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed, or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to Authority under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to Authority. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by Authority as a potential conflict. Authority reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by Authority decision.

28. Fraud, Waste, and Abuse

Contractor understands that Authority does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other

fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and Authority and HHS policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the

Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to Authority's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to Authority a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to Authority's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify Authority in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Authority shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised Authority in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify Authority.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of all persons employed by Contractor.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, Authority or HHS or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

   1. Name of individual(s) (Contractor or employee(s));
   2. Status;
   3. The nature of the previous employment with HHSC or the other State of Texas agency;
   4. The date the employment was terminated and the reason for the termination; and
   5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor

certifies that neither Contractor nor any individual employed by Contractor was employed by Authority or HHS or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, Authority cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with Authority under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code.

Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R,S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify Authority.

43. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor

verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify Authority.

44. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for Authority, Contractor is required to meet the security controls the Authority and HHS determines are proportionate with Authority's and HHS's risk under the Contract based on the sensitivity of Authority'the data and that Contractor must periodically provide to Authority evidence that Contractor meets the security controls required under the Contract.

45. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for Authority, Contractor must comply with the requirements of the state risk and authorization management program and that Authority may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for Authority that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

46. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. April, 1, 2025, Section 544.016, pursuant to House Bill 46112 Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government

Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.)(relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R. S.),, or (2) headquartered in any of those countries.

49. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the Authority before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

50. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

51. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors or subcontractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

52 Pursuant to Executive Order GA-48 issue November 19, 2024

Contractor certifies it is not, and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 D.F.R Section 791.4.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the

performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Authorized Signature: _____

Title: _____ Date: 5/22/26

Ector County Sheriffs' Offices
Mental Health Units

Standard Operating Procedures

Purpose:

To establish guidelines and procedures pertaining to the functions and responsibilities of the Ector County Sheriffs' Offices Mental Health Units (MHUs).

Policy:

It is the policy of the Ector County Sheriffs' offices MHUs to safely handle persons in mental crisis as necessary in the performance of law enforcement and public assistance duties. It is the goal of the Ector County Sheriffs' offices MHUs to divert mental health consumers from the Criminal Justice System, when appropriate, and connect them with necessary mental health services. It is the expectation of PermiaCare that all services provided by the MHUs are conducted in a professional manner and in accordance with the Texas Health
And Safety Code.

Definitions & Statutes:

Mental Health Unit - A group of specially trained officers that respond to persons in a mental health crisis. The officers are licensed peace officers, who have successfully completed the TCLEOSE Mental Health Certification course.

Mental Health Consumer (MHCJ)- A subject that is suffering from a mental illness and is in need of intervention to assist and connect them with resources and services available in the community.

Mental Illness- An illness, disease, or condition other than epilepsy, senility, alcoholism, substance abuse or mental deficiency, that substantially impairs a person's thoughts, perception of reality, emotional process or judgment, or grossly impairs behaviors demonstrated by recent disturbed behavior.

Developmental Disability- A significantly sub-averages intellectual function that is concurrent with deficits in adaptive behavior and which originates during the developmental period.

Order of Protective Custody (OPC) - A court order that is issued by the County Probate Court directing a peace officer to apprehend and take a mental health consumer to a designated facility. The order must contain information showing that the person is in need of immediate mental health services and has demonstrated the inability to provide care or treatment for themselves for their illness.

Emergency Detention (ED)- A court order issued by a magistrate in directing a peace officer to apprehend and take a mental health consumer to a designated facility to be held for twenty-four (24) hours.

Peace Officer Emergency Detention (POED) - Texas Health & Safety Code gives a licensed peace officer the authority to apprehend a person without a warrant when the following criteria are met:

A. The officer has reason to believe, and does believe, that the person is mentally ill and;
B. Because of that mental illness there is a substantial risk of imminent danger to themselves or others unless the person is immediately restrained and;
C. The officer believes that there is not sufficient time to obtain a warrant before taking a person into

custody.

A peace officer that takes a person into custody shall immediately transport the apprehended person to:

(I) The nearest appropriate medical or inpatient mental health facility; or

(2) A mental health facility deemed suitable by the local mental health authority, if an appropriate inpatient mental health facility is not available.

PermiaCare as single portal authority will determine the appropriate mental health facility should inpatient mental health treatment be warranted. Transport to an inpatient mental health facility cannot occur without the expressed authorization of PermiaCare

Preliminary Examination (HSCJ)

Sec. 573.021 (a) A facility shall temporarily accept a person for whom an application for detention is filed. A physician shall examine the person as soon as possible within 24 hours after the time the person is apprehended by the peace officer.

Release from Emergency Detention (CHSC)

Sec. 573.023 (a) A person apprehended by a peace officer or transported for emergency detention under Subchapter A or detained under Subchapter B shall be released on completion of the preliminary examination unless the person is admitted to a facility under sec. 573.022.

Transportation afier Release (CHSC)

Sec. 573.024 (a) Arrangements shall be made to transport a person who is entitled to release under sec.573.023 to:
(I) the location of the person's apprehension;
(2) the persons residence in this state; or
(3) another suitable location

Responding to Calls of Service:

It is the policy of the Ector County MHUs to respond to all calls of service in a professional manner, and to handle such calls in accordance with Ector County Procedures and State Law. Mental Health Deputies will respond to all calls in a courteous manner, obeying all traffic laws, unless extreme emergencies dictate otherwise (see vehicle use). Most calls will be handled in person and not over the telephone. It is the duty of every Mental Health Deputy to educate and inform all parties of the services and resources that this unit provides. An additional peace officer may be requested to respond to the scene if an emergency situation dictates, or if a Mental Health Deputy deems it necessary for the safety of all involved.

When mental health consumers are transported, it will be the discretion of the Mental Health Deputy whether restraints will be utilized or not. Since most cases are of a civil nature, not criminal, restraints are usually avoided if possible. In some cases, restraints may be utilized for officer safety purposes and/or to protect the consumers from injuring themselves. Pending criminal charges, or an escape risk, may dictate other precautions as well. If restraints are used during an apprehension or transport, it will be documented in the report.

When responding to calls in the field, if a mental health consumer has existing medical problems. it will be at the discretion of the Mental Health Deputy whether medical transport (ambulance) will be utilized. Most of the time deputies should avoid transporting subjects who have medical problems.

If transport is warranted the deputy will transport the mental health consumer to the nearest appropriate medical facility to be evaluated by PermiaCare crisis response personnel. Should PermiaCare personnel determine that inpatient mental health treatment is needed; the deputy will transport the mental health patient to the facility deemed appropriate by
PermiaCare. If hospitalization at a State Mental Health Facility (SMHF) is required, the deputy will transport the mental

health patient to the state hospital designated as the SMHF for Ector counties. If hospitalization at a SMHF is warranted, and the facility designated for Ector counties is full or on diversion, then the mental health deputy will transport the mental health patient to the next appropriate state hospital as directed. The deputy will obey all traffic laws of the State of Texas and operate in accordance with the transportation guidelines of Ector counties. All county policies regarding food per diem and expenditures will be followed. Following transport all receipts will be turned into the Sheriffs, who will forward them to the appropriate entity for reimbursement. Consumers transported to an in-patient mental health facility will undergo evaluation. Consumers determined not the meet the criteria for detention must be transported back to an appropriate site in accordance with state law.

Medical Assistance Required:

In any case where a Mental Health Deputy determines that an individual needs a medical assessment or treatment, Emergency Medical Services (E.M.S) will be requested at the scene. Mental Health Deputy's should avoid transporting mental health consumers when medical problems exist unless appropriate. If the mental health consumer is transported by E.M.S., and medical clearance has been obtained, the Mental Health Deputy will follow up with the consumer at the medical facility.

Prioritizing Calls:

The Mental Health Deputy will prioritize routine calls in this order:

1. Law enforcement calls for assistance (Assisting patrol)
2. Calls from the community requiring a response (MHMR or local mental health authority)
3. Calls from the local Mental Health Authority requesting Mental Health Deputy Services at a medical or psychiatric facility
4. Service of court orders; OPC's.
5. Transport to an MHMR facility or hospital at the request of the local Mental Health Authority

Assisting Law Enforcement- Calls of this nature should be considered the highest priority for officer response due to the limited resources available to the patrol officers. The Mental Health Deputy will promptly respond to the scene and attempt to assist the officers in handling the situation.In the event the consumer meets the legal criteria for a Peace Officers Emergency Detention, the Mental Health Deputy will take custody of the mental health consumer. If the person in crisis does not meet the criteria for a Peace Officer Emergency Detention, then the Mental Health Deputy will attempt to assist in the situation, including but not limited to providing courtesy rides, and/or provide information of available resources.

Assisting Citizens - If a person calls directly into the Mental Health Unit for assistance, the call taker will determine if the situation warrants an emergency response and take appropriate action. In non-emergency cases, the call taker will either:

I. Forward consumers to the appropriate agency or

2. Obtain all necessary information and will handle the call themselves

3. Pass it on to the available Mental Health Deputy on duty. It will then be considered a call for service and will be handled appropriately.

Hospitals- Reponses to hospitals will usually be limited to times when the opportunity to obtain an OPC or ED is not available. Such situations often occur after normal business hours. In most case the Mental Health Deputy's purpose in responding to a hospital is due to a pending court order (OPC or ED). Mental Health Deputies will respond to execute an ED or OPC originated by PermiaCare crisis personnel in some cases of existing medical problems a deputy may summon an ambulance to transport the patient. Deputies requesting such transport will follow the ambulance to the accepting facility for processing if required. While at the hospital, the deputy will not assist the hospital staff with any medical procedures. The deputy's only responsibility while at the hospital is to maintain

custody of the mental health patient in which a court order (OPC or ED) has been issued.

Executing Court Orders:

Order of Protective Custody (OPC and Emergency Detention)- Upon receipt of an OPC or ED it is the responsibility of the Mental Health Deputy to review the court order for accuracy and verify if the court order is valid. If the deputy finds that the court order has discrepancies, and is not valid, the deputy shall notify the issuing court to make arrangements to obtain a corrected version or await other directions. The deputy will deliver all appropriate documents (i.e. medical jackets, detainers, etc...) to the appropriate facility named in the court order. Once the court order is executed all returns will be completed and turned into the appropriate court. It will be the responsibility of the Mental Health Deputy to file the required paperwork at the receiving mental health facility. Documentation will include: date, consumer's name, location of apprehension, location where consumer is being transported to, and executing deputy's name.

Forced Entry- OPCs and EDs are served in the hospitals, but occasionally the consumer is still at their residence or another location. A Mental Health Deputy shall get approval from the appropriate supervisor before forced entry is utilized to apprehend the consumer.

Reports:

All reports should be turned in at the end of the shift. Personnel should always keep in mind that report submission deadlines of up to 24 hours are allowable if justified by factors such as high call volumes. Any report involving an Ector county employee, peace officers, celebrity, or a report with extenuating circumstances, shall be turned in to the appropriate law enforcement supervisor no later than the end of the shift. The deputy will also notify the Sheriff immediately in such cases. Reports shall contain the basic information needed to document and justify the deputies actions according to the standards set forth in the report writing section of the this Policy & Procedures manual. Individual call reports (see Attachment A) related to diversion activity shall be gathered and forwarded to PermiaCare's Area Director/Special Projects Manager on the first working day after the 15th of the month for activity occurring from the 1st – 15th of the month. Call reports for the remainder of the month will be forwarded to PermiaCare's Area Director/Special Projects Manager on the first business day of the following month. Statistical reports (see Attachment B) related to diversion activity shall be gathered and forwarded to PermiaCare's Area Director/Special Projects Manager on the first working day after the 15th of the month for activity occurring from the 1st- 15th of the month. Statistical reports for the remainder of the month will be forwarded to PermiaCare's Area Director/Special Projects Manager on the first business day of the following month. Statistical reports should be submitted electronically whenever possible. The MHUs will maintain copies of all reports for their records. Law enforcement will not count a patient as a diversion unless legitimate charges could have been filed against the individual.

Follow-Up Investigations:

The primary purpose of the Mental Health Unit is to divert mental health consumers from the criminal justice system and connect them with mental health services. Mental Health Deputies may conduct follow-up investigations to original calls at the request of the Mental Health Authority to monitor and assist a consumer who is at risk. This proactive approach may encourage medication compliance, which in tum may help prevent future crisis. When a deputy conducts a follow up investigation, that deputy will document their actions in the form of a supplement report to the original case. If during a follow-up investigation, a deputy encounters a situation where a consumer is exhibiting symptoms of mental illness to the degree that they meet the criteria for a warrant less apprehension, a new case will be generated.

Jail Diversion Procedures for Ector County Jails As it involves the Magistrates:

Procedural Time Frame- Pre-Indictment period of incarceration

Pre-Indictment Procedure- When an inmate of the Ector County Jail is recognized to be in acute mental health crises, the Jail Staff will call on PermiaCare to assist in getting suitable Mental Health services for the inmate. When Mental Health personnel determine that the inmate requires treatment outside of the jail setting MH personnel should contact a Magistrate to initiate the necessary procedures (i.e.: personal recognizance bond, medical screening, 46B commitment, etc.) to facilitate that crises treatment. With the necessary paperwork the Jail Transport staff will take the inmate to a local medical facility for medical screening. When medical clearance is obtained, Mental Health Deputies will be called to transport the inmate to a proper facility for Mental Health Services.

Post Indictment Procedure- As above with the exception that the Magistrate will contact the Court of record for the inmate and advise them of the situation and seek that courts input and advice concerning the disposition of the inmate.

Personnel policy violations:

It is the sole responsibility of each Sheriff to handle any policy matters of his employee(s), but each shall consult one another in any matter that may affect the Mental Health Unit as a whole. All complaints received shall be forwarded to the appropriate Department head in all cases.

Attachments:

A: Individual Case Report
B: Statistical Report Template

Mike Griffis
Sheriff
Ector County, Texas

Chris Barnhill
Chief Executive Officer
PermiaCare

Judge Dustin Fawcett
Ector County, Texas

ATTACHMENT A

INDIVIDUAL CASE REPORT

ODESSA/ECTOR COUNTY MENTAL HEALTH REPORT

DATE: ____/____/_____ COUNTY: _____

Subject Name: _____ DOB: ___/___/_____ SS: ____/___/____

Address: _____ Phone: (____)_____-_____

DL# _____HGT: _____WT:_____ [ ] Male [ ] Female

Race: [ ] White [ ] Black [ ] Asian [ ] American Indian [ ] Other _____

Hispanic: [ ] Yes [ ] No Restraints: [ ] Yes [ ] No [ ] Adult [ ] Juvenile

[ ] Voluntary Detention
[ ] Court Ordered Detention
[ ] Peace Officer Emergency Detention
[ ] Out of County Transport
[ ] Local Transport

[ ] Welfare Check
[ ] Threat of Suicide
[ ] Attempted Suicide
[ ] Alcohol- Drugs Involved
[ ] Crime Involved

Reported By: _____ Received By: _____

Point of Origin: _____ Destination: _____

Time: Start: _____ End: _____ Total: _____

Jail Diversion Y__ __N __If YES, Potential Charges _____

Brief Summary :

_____

_____

_____

ATTACHMENT B

STATISTICAL REPORTING TEMPLATE

Odessa/Ector County Statistical Jail Diversion Reporting Form

County: _____ Month: _____ Date Range: _____

Date	Full Name	Race/Sex	DOB	SSN	Potential Charges	Disposition

PERMIACARE

Contract Department
401 East Illinois Avenue
Midland, TX 79701
432-570-3333

Judge Dustin Fawcett
Sheriff Mike Griffis
Ector County
P.O. Box 2066
Odessa, TX 79760

May 5, 2026

Dear Judge Fawcett and Sheriff Griffis,

Please find enclosed the renewal contract between **Ector County** and **PermiaCare** for Jail Based Mental Health services and Continuity of Care services.

Please find enclosed:

1. Contract (please sign and return the (last) page 18)
2. Exhibit D (please initial and return)
3. Exhibit E Data Use Agreement (please sign and return)
4. Attachment 1 Required Clauses (please complete, sign and return last page)

Also please note that the forms, questionnaires, and workflows have been included, as usual, as part of the contract and are placed after Attachment 1. As always, we appreciate the opportunity to partner with Ector County in this endeavor! Please return the signed Contract and items, 2, 3 and 4 above, and a complete set, including the fully executed Contract, will be returned to you upon completion. Please contact me at 432 570 3333 with any questions or concerns.

Sincerely,

Adriann Garcia
Administrative Assistant
401 E. Illinois Suite 403
Email: adrianngarcia@Permiacare.org
Fax: (432) 570-3346

Agenda item #11

PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
COMMUNITY BASED SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between PERMIAN BASIN COMMUNITY CENTERS DBA PermiaCare, a community center under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended, (the "Authority") Ector County ("Contractor"), for the purpose of providing community-based services currently not available to the Authority through its present staff of employees.

RECITALS

WHEREAS, PermiaCare is a State of Texas designated mental health and intellectual and developmental disability local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and developmental disability services for the residents of Midland, Ector, Pecos, Brewster, Jeff Davis, Presidio, Hudspeth, and Culberson Counties; as well as the Provider Contractor for the Texas Department of Rehabilitative Services (DARS).

WHEREAS, Contractor desires to contract with Authority to provide Jail Based Mental Health and Continuity of Care Services and;

WHEREAS this agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I.
PERSONNEL

The Authority staff members responsible for monitoring, approving billing and the clinical program for this Agreement is the Chief Operating Officer, Todd Luzadder, or his designee.

II.
INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1. Independent Contractor. The relationship between the Authority and Contractor will be that of an independent contractor. The parties agree that none of the provisions of this Agreement are intended to create, nor will be deemed or construed to create, any relationship between the Authority and Contractor other than that of independent parties contracting with each other to carry out this Agreement. It is expressly agreed that Contractor and Contractor's personnel, if any, may not for any purposes be deemed to be an officer, employee, agent, partner, joint ventures, ostensible or apparent agent, servant or borrowed servant of the Authority. Contractor agrees that it will not hold itself out as

an agent of the Authority to individuals served under this Agreement or to any other persons.

Contractor understands and agrees that:

A. Authority will not:
   1) withhold on Contractor's behalf any sums for income tax, unemployment insurance, social security, or any other withholding under any law or requirement of any governmental body relating to Contractor; or
   2) make available to Contractor any benefits afforded to employees of Authority.

B. All the payments, withholdings, and benefits, if any, are the Contractor's sole responsibility regarding reimbursement under this Agreement; and

C. Contractor will indemnify and hold Authority harmless from any and all loss or liability arising with respect to the payments, withholdings, and benefits, if any, described in this Agreement.

D. In the event the Internal Revenue Service should question or challenge Contractor's independent contractor status, the parties mutually agree that all parties to this Agreement will have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service.

2. **Professional Judgment.** In the performance of all services under this Agreement, Contractor is at all times acting as an independent contractor engaged in the delivery of its services. Contractor and its personnel, if any, will employ their own means and methods and exercise their own professional judgment in performing the services under this Agreement. The sole concern of the Authority under this Agreement is that, irrespective of the means selected, the services will be performed in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Authority and state laws.

3. **Liability for Treatment or Service.** Nothing in this Agreement shall be deemed to change or alter any relationship which exists or may come to exist between the Contractor and the person served. Contractor shall have and be subject to the same duties, liabilities and responsibilities toward the Authority's persons' served as exist generally between Contractor and other individuals he provides a service. Further, the Utilization Review and Quality Management Procedures of the Authority shall not diminish the Contractor's obligation to render individuals served consistent with the applicable standards of care.

III.
OBLIGATIONS OF CONTRACTOR

1. **Services.**

   A. The professional services to be provided by the Contractor will be provided in accordance with the Plans of Care/Treatment Plans, Individual Habilitation Plans or Community Placement Plans of persons, as set forth in Exhibit A.
   B. Contractor agrees that no person who is eligible for services under this Agreement will be denied services solely on the basis of the person's arrest, charge, fine, probation, indictment, incarceration, deferred adjudication, community supervision, sentencing, or conviction of a criminal offense.
   C. Contractor agrees that it may not restrict or expand the definitions of priority population or any other consumer/individual served defined in this Agreement.
   D. Contractor agrees that it will not deny services to a consumer serviced under this Agreement because of consumer's inability to pay.
   E. If applicable, Contractor must ensure that if any services provided by Contractor, now or in the future, are funded by Title XIX of the Social Security Act relating to the services of an Intermediate Care Facility for persons with Developmental Disabilities (ICF/DD), an Intermediate Care Facility (ICF), or a Skilled Nursing Facility (SNF), no funds received by Contractor from Authority shall be used to pay for services reimbursed under Title XIX. Contractor further must notify Authority if Contractor intends to participate in any Title XIX program and, if Contractor participates in such a program, to notify Authority if Program Resident, not already receiving Medicare or Medicaid assistance, becomes eligible for such assistance.

2. **Qualifications.** Contractor's professional and educational qualifications and any additional required documentation are set forth in Exhibit B.

3. **Authority Approval of Contractor Personnel.** Contractor agrees not to subcontract or assign any services until approval of such subcontractors are approved by Authority in writing. Any subcontractors or employees of Contractor are the direct responsibility of Contractor.

4. **Certifications and Representations**

   A. Contractor represents and warrants at all times during this Agreement, that it, its officers, employees and agents will comply with all applicable policies of the Authority, and all applicable local, state, and federal laws rules, regulations, guidance and/or directives, including but not limited to all applicable standards set forth by HHSC.
   B. Contractor represents and warrants that the Contractor and Contractor's officers, employees and agents are not currently an employee of the Authority.

C. Contractor represents and warrants that it is eligible to receive payments from state funds as required by Texas Family Code §231.006.

D. Contractor further certifies to the following:
   - it is not ineligible for participation in federal or state assistance programs;
   - it is in good standing with all state and federal agencies that have a contracting or regulatory relationship with Contractor;
   - no officer or managing employee of Contractor has been convicted of a crime related to any program established under Medicare, Medicaid, Title XX social services block grants or community mental health block grants;
   - neither it, nor its officers or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and
   - it is not subject to an outstanding judgement in a suit against Contractor for collection of the balance of a substantial debt.

E. Contractor represents and warrants that the Contractor and Contractor's officers, employees and agents are duly licensed, certified, registered and possess other legally necessary and recognized credentials necessary to perform the Covered Services to be provided under this Agreement in accordance with the laws of the State of Texas.

F. Contractor will ensure the performance of services within the standards and scope of its profession and in a manner designed to assist in the Authority's efficient operation of the Authority. Contractor agrees to interact with Authority staff, other Contractors with the Authority, and consultants in a cooperative manner. The adequacy of the performance of this obligation will be determined at the Authority's sole discretion.

G. The Contractor represents and warrants that the execution and performance of this Agreement by the Contractor will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which Contractor is a party or otherwise subject.

H. The Contractor represents and warrants that AIDS/HIV workplace guidelines, similar to those adopted by HHS, and AIDS/HIV confidentiality guidelines consistent with state and federal law, will be adopted and implemented by the Contractor.

I. The Contractor represents and warrants that at the time of executing this Agreement, neither the Contractor, its officers or directors is currently held in abeyance or barred from the award of a federal, state or county contract. Contractor agrees to disclose this information in the event such abeyance occurs at any time during the term of this Agreement. Such disclosure shall include when Contractor:
   1) is currently held in abeyance from or barred from the award of a federal, state or county contract or if this occurs anytime during this Agreement's term;
   2) has been convicted of a criminal offense related to any county, state or federally funded program; or is placed on "vendor hold" status for any county, state or federally funded Authority or program.

J. The Contractor represents and warrants that it has full power and authority to enter into this Agreement.

K. The Contractor represents and warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Contractor further represents and warrants that if any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such Federal contract, grant, loan, or cooperative agreement, the Contractor will complete and submit Standard Form LLL, A Disclosure Form to Report Lobbying accordingly.

L. The Contractor certifies that it has not had an HHSC contract terminated for cause.

5. Receipts and Records. Contractor agrees to provide the Authority upon request with original receipts for the purchases of all goods and services involving the use of Authority funds as well as all other financial and supporting documents and statistical records. Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to the Authority, including Plans of Service/Treatment Plans, for a period of seven (7) years.

6. Immigration Reform and Control Act. Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.

7. Responsibility for Consumer Funds. If Contractor assumes responsibility for the funds of a consumer, Contractor will abide by written policies approved by the Authority and will protect and account for such funds in accordance with generally accepted accounting principles.

8. Telemedicine Medical Services. Contractor shall ensure that if telemedicine medical services are provided, that they are implemented in accordance with the Authority's written procedures.

9. Training. Contractor agrees to obtain and/or maintain training as required by the Quality Management Department, and as required and approved by the Authority. Proof of all required training shall be submitted to the Authority within thirty (30) calendar days of contract start date (all training needs to occur before the contractor serves consumers). Required training may be obtained from the Authority; however, Contractor shall not bill Authority for said training hours. Failure to obtain and /or keep current required training will be deemed non-compliance and may be considered grounds for termination of this Agreement.

10. Required Reporting Regarding Licensure. Contractor, its officers, employees and agents, will maintain, as applicable to service delivery, any certifications, registrations, or licenses required to remain in good standing in its profession during this Agreement's term. Additionally, Contractor must inform the Authority immediately of any changes – including any termination, reduction, revocation or suspension – to any certifications, registrations or licenses held by the Contractor, its officers, employees or agents. Contractor shall report to Authority any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or licensure. If Contractor's employee has such a denial or revocation, and Contractor fails to remove such employee, then this agreement may be immediately terminated without prior notice.

11. Reports of Abuse and Neglect. Contractor must report to the Authority's Client Rights Officer at (at (432) 570-3333 and Department of Family and Protective Services (at 800-252-5400) allegations of abuse, neglect, and exploitation in compliance with federal and state law, and Authority policies and procedures. Reporting to the Authority's Client Rights Officer shall include the allegations, confirmed or otherwise, which effects all individuals being served by the Contractor whether under this Agreement or not.

a. Contractor agrees to adhere to the Authority policy with regard to incident reporting. This policy will be made available to contractor upon qualification for eligibility to join network and provide services.

b. Contractor agrees to post all required rights, abuse/neglect and complaint information as required by the Agency.

12. Required Information for Criminal Conviction Checks. The Contractor agrees to provide to the Authority any information necessary to obtain or regarding criminal history record information/conviction data on Contractor or any of Contractor's employees whose duties place them in direct contact with clients in accordance with Tex. Health & Safety Code Ann. 533.007 (Vernon 1992) and Chapter 250, the Texas Government Code Chapter 411.115, and 25 Texas Administrative Code Chapter 414, Subchapter K. Should contractor or any employee have a criminal history/conviction relevant to its employment then Contractor shall immediately remove the employee from any direct contact with clients/consumers. If Contractor's employee has such a conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice.

13. Contractor's Governing Body. Contractor agrees to provide Authority with a list of the members of Contractor's governing body, if applicable.

14. Managed Care Organizations. Contractor agrees to follow all guidelines of any managed care contracts that Authority has executed. Further Contractor shall complete all necessary applications and documentation to be a provider in such networks. Failure to join such organizations may limit referrals or indicate grounds for immediate termination of this Agreement.

15. Medical Care. If a person receiving services from Contractor requires immediate and/or emergency medical attention during the delivery of services, Contractor agrees to provide or procure appropriate hospital, surgical, medical and dental care for the individual as specified in the Contractor's Emergency Policy and Procedures.

16. Solicitation Prohibitions Involving Potential Consumers. Contractor agrees and is aware that Contractor is prohibited from offering any gift with a value in excess of $10.00 to potential consumers; soliciting potential consumers in person, through direct-mail, by telephone or other means of communication. Violation of this prohibition will cause immediate termination of this Agreement.

17. Credentialing. Contractor agrees and ensures that its licensed staff and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers. Authority may review and credential all Contractor staff, employees and agents at the professional level (i.e. licensed staff). Contractor will submit completed credentialing application forms to the Authority for each licensed professional providing services to covered consumers. Authority will notify Contractor of any individual not meeting the credentialing criteria. If Contractor has its own credentialing process that meets or exceeds standards set forth by the Authority's Credentialing Committee, credentialing of staff may, upon prior approval by the Authority, be delegated to the Contractor.

18. Quality Management and Monitoring. Contractor agrees; a) to comply with the Quality Management activities of the Authority including organizational self-assessments and measures of satisfaction as specified by the Authority; b) to comply with Authority's utilization management requirements; (c) to comply with Authority's monitoring procedures, including submission of reports and data and other information requested by Authority.

19. Optimizing Revenue. Contractor agrees to optimize earned revenues and ensure best cost value through coordination of insurance benefits and third-party revenues.

20. Assignment. Contractor assigns to Authority any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), as amended, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01 et seq (1967). as amended.

21. Provision of Residential Services. If this contract is for the provision of residential services in a family home, then the home will be used only to house disabled persons and may not be used as a restitution center, a home for substances abusers, or a halfway house. For purposes of this paragraph, "family home" and "disabled persons" are defined as in the Community Homes for Disabled Persons Location Act, Texas Human Resources Code, Chapter 123.

22. Compliance Program. Contractor acknowledges that he or she is aware that the Authority's compliance program is designed to promote compliance by the Authority and its covered contractors, with the requirements of Medicare, Medicaid and other federal healthcare programs. Contractor further acknowledges that he or she has received a copy of the Authority's Code of Conduct and will abide by such Code of Conduct and will participate, as necessary, in Authority's compliance program. Contractor is to report suspected fraud and unlawful conduct to the Authority's Compliance Officer in accordance with Policy AD027.

23. Compliance with Applicable Law. Contractor is required to comply with all applicable laws and regulations concerning services provided under this contract.

24. Conflict of Interest. Contractor represents, warrants and agrees that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Contractor will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code.
Contractor also represents and warrants that it has and will, during the term of this contract abide with the following accountability requirements:
    A. There is not, and will not be, a conflict of interest or standards of conduct violation between the Contractor and any Center employee or officer as prohibited by 25 TAC 412.54(b).
    B. Its employees and officers are not, and will not be, employees or officers of the Center engaged in contracts management of this contract; nor is its employees and officers partners or relatives within the second degree of consanguinity or affinity to such Center employees or officers); as prohibited by 25 TAC Sec.412.54(c)(1);
    C. It and its employees and officers have not violated any standards of conduct stated by 25 TAC Sec.412.54(c)(2);
    D. There is not, and during the contract term there will not be, participating in this contract, a former Center employee or officer subject to 25 TAC 412.54(d).

25. Safety and Health. Contractor agrees to adhere to Authority safety protocols, policies and procedures when providing services on Authority's property. The Authority assumes no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Contract whether performed at an Authority facility or not. The Contractor shall take necessary steps to ensure or protect its clients, itself, and its personnel. The Contractor agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

IV.
RESPONSIBILITIES OF THE AUTHORITY

1. Payment.
   A. In consideration of the obligations undertaken by Contractor, the Authority agrees to pay Contractor, in accordance with the fee schedule attached as Exhibit D, for an amount not to exceed $ 283,045.00 for the time period stated in Section VII, paragraph 1. ***This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Authority has allocated to this Agreement, and if funds for this contract become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Authority.***
   B. Payment will be made as reflected in Exhibit D based upon the services provided by Contractor as reflected in a completed claim form approved either by the Chief Executive Officer, or by the Authority employee(s) authorized to approve billing(s) as set forth in Section I. Personnel. Only the Authority can designate an individual to receive services under this Agreement.
   C. Payment for services is conditioned upon the Contractor completing the documentation necessary for the Authority to process the claim(s). Such documentation must be complete, legible, and properly signed with title, date and time as required. The contents must meet standards, reporting requirements and rules set forth by HHS, and the Authority.
   D. **Overpayment. In the event Contractor receives overpayment of services provided. Contractor and Authority mutually agree that such identified overpayment will be deducted in total from the next month's reimbursement unless otherwise agreed upon in writing by Authority's Chief Financial Officer.**

2. Staff and Facilities. The Authority agrees to allow Contractor the use of its staff and facilities necessary for carrying out the services provided by the Contractor.

3. Contract Monitoring. The Authority is responsible for routine monitoring of this Agreement to ensure the Contractor complies with the terms of this Agreement and to ensure that outcomes are appropriately managed.

4. Franchise Tax. If Contractor is a corporation and becomes delinquent in the payment of its Texas Franchise Tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.

5. Referrals and Utilization. The Authority does not guarantee utilization of the services to be provided under the Agreement. Contractor acknowledges that there is no warranty or guarantee that Contractor will be utilized by an Individual, consumer or Authority.

Contractor further acknowledges that the parties do not intend to create an exclusive arrangement by this Agreement.

V.
INSURANCE

1. Contractor agrees to maintain and to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense, policies of general and professional liability insurance coverage, vehicle/automobile coverage and workers compensation coverage in order to insure Contractor and Authority against any claim for damages arising in connection with Contractor's responsibilities under this Agreement (See Exhibit B).
   (a) Contractor also agrees to maintain insurance, sufficient to meet state law, on all vehicles used to transport clients served by the Contractor.
   (b) Contractor further agrees to carry adequate insurance, including reasonable liability coverage, for any structures used in serving clients pursuant to this Agreement.
   (c) Contractor may request a waiver from Authority for any waivers in coverage due to non-applicability of the coverage to the service being provided under this Agreement.

2. Contractor shall furnish copies of all the above described insurance policies and a certificate of insurance to the Authority upon execution of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, satisfactory to the Authority. The Authority may withhold payments under the terms of this Agreement until the Contractor furnishes the Authority copies of all such policies and a certificate of insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect. The Contractor shall give the Authority thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

VI.
INDEMNIFICATION

Contractor hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless the Authority and all of its trustees, directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorneys' fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, resulting from or arising out of or occasioned by any act, or the non-performance or any negligence of Contractor or Contractor's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

It is understood by Contractor that this "hold harmless" clause means that if the Contractor is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the Contractor will be responsible for any costs resulting from the damage, death, or injury.

VII.
TERM AND TERMINATION

1. **Term.** The term of this Agreement is **September 1, 2026** to **August 31, 2027.** PermiaCare has the option, in its sole discretion, to renew the contract for three (3) additional one-year term(s) upon agreement of both parties. In the event Authority and Contractor are still negotiating, preparing, and/or reviewing the services of contractor for renewal on the stated termination date, this agreement shall automatically extend for ninety (90) days or until such time as a renewal agreement is approved by the Authority's Chief Executive Officer whichever comes first.

2. **Immediate Termination.** Authority may terminate this Agreement immediately if (a) Authority does not receive the funding to pay for designated services under this Agreement*; (b) Authority has cause to believe that termination of the Agreement is in the best interests of the health and safety of the persons with mental disability served under this Agreement; (c) Contractor has become ineligible to receive Authority funds; (d) Contractor or its employees has its Texas license or certification suspended or revoked; (e) in the case of contractors providing direct services to consumers, failure to disclose a criminal conviction; (f) the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements or (g) failure to apply to Authority designated Managed Care Organizations or follow credentialing requirements.

   * **Fund Availability**. This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Authority has allocated to this Agreement, and if funds for this contract become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Authority.

3. **Termination upon Default.** Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein.

4. **Termination Without Cause.** This Agreement may be terminated by either party, without cause, after sixty (60) days written notice to the other party.

5. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties.

6. Termination due to HIPAA/Privacy Rule Violation. Authority shall have the right to take the following step in the event that it becomes aware of a material breach by Contractor of the Authority's Privacy Policy, Procedures, and/or Practices or becomes aware that Contractor has violated a material provision of the HIPAA Privacy Rule or a provision of Section IX.2. of this Agreement:
   (a) Provide the Contractor with the opportunity to cure the breach or violations, or
   (b) Immediately terminate the Agreement if Contractor is unable or unwilling to cure the breach or violations, or
   (c) If neither termination nor cure is feasible, the Authority shall report the violation to Health and Human Services.

7. Transfer of Responsibilities. Upon expiration or termination of this Contract, Contractor and Authority shall cooperate to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to Authority or another entity designated by Authority.

8. Dispute Resolution. In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, and both parties mutually desire to attempt or resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, the parties may refer the issue to a mutually agreeable dispute resolution process or as required by HHS.

VIII.
MISCELLANEOUS

1. Nondiscrimination. Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1991 and Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*); Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.

2. Amendment. Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Authority and Contractor.

3. Entire Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.

4. Additional Requirements. If Contractor is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the Agreement or places a significant financial burden on the Contractor, the Contractor may, upon giving sixty (60) days' notice of such intention, be entitled to renegotiate in good faith to ament the Agreement.

5. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Midland County, Texas.

6. Notices. Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Authority or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Authority:

Chris Barnhill
Chief Executive Officer
PermiaCare
401 E. Illinois Ste. 401
Midland, Texas 79701

If to Contractor:

Sheriff Mike Griffis
Ector County
P.O. Box 2066
Odessa, Texas 79760

7. Severability. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).

8. Authority to Bind Authority. This Agreement is not binding upon the Authority unless and until it has been executed by the Chief Executive Officer.

9. Contractor's Authority. The person or persons executing and signing this Agreement on behalf of the Contractor guarantees that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.

10. Exhibits. All Exhibits and Attachments referred to or included in this agreement and attached hereto are incorporated herein by this reference.

11. Effects of Severable Provision. In the event that a provision of this Agreement is rendered invalid or unenforceable, and its removal has the effect of materially altering the obligations of the parties to this Agreement in the manner as, in the sole judgment of the affected party:
    a) will cause serious financial hardship to the affected party; or
    b) will cause the affected party to act in violation of law or its corporate Articles or Bylaws, the party so affected will have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.

12. Force Majeure Event. Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this Clause will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.
    A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party ("Force Majeure Event").
    This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event and takes all reasonable steps to minimize damages and resume performance.

13. Governmental Action Event. A "Governmental Action" event may excuse performance of a provision under this agreement when the party's failure to act is required by the

compliance with any action, order, direction, request or control of any governmental authority or person purporting to act for any governmental authority.

14. No Waiver of Legal Protection. The Parties expressly agree that no provision of this Agreement in any way is intended to constitute a waiver by the Authority or the State of Texas of any immunities from suit or from liability that the Authority or the State of Texas may have by operation of law.

15. CDC Restrictions. As is the case with any infectious disease, parties to this contract agree to adhere to the issued guidance of the Center for Disease Control (CDC) regarding employee health and safety. Parties agree not to ask or require employees or individuals being served to do anything contrary to any guidelines or other government restrictions.

16. Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S .C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

IX.
RECORDS, CONFIDENTIALITY AND ACCESS

1. Disclosure under the Public Information Act. Authority operating under the Public Information Act is required upon written request to release information regarding Contractor which may include Contractor Profile or other documents. Information deemed proprietary by Contractor must be clearly indicated as such and may still be subject to disclosure depending on a ruling from the Attorney General's Office. Contractor shall be solely responsible for the contesting or defending the release of any information it deems to be proprietary and hereby releases the Authority from any duty, responsibility, or liability with regard to the release of any information delivered to the Authority by Contractor.

2. Confidentiality of Records of Covered Individuals Served by This Agreement. Contractor agrees to comply with all applicable privacy rules, laws, and regulations including those

specific to minors, found in the Health Insurance Portability and Accountability Act (HIPAA), Texas Health and Safety Code Title 2 Chapter 181, and 42 CFR Part 2, if applicable, to services provided, incorporated by reference to this Agreement.

In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Rule (45 CFR Parts 160 and 164):

A. Contractor agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with client information, if any, accessed or generated during services as a Contractor for the Authority, that Contractor and its officers, employees, agents and subcontractors are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information.

B. Contractor agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, Contractor and its officers, employees and agents are bound by provisions of 42 C.F.R. Part 2.

C. Contractor agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information or protected health information. The term: "client identifying information" and/or "Protected health information" includes, but is not limited to, a client's medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgement that a person is or has received services at the facility, center, or other designated provider.

D. Contractor agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to clients except as expressly stated in applicable laws, rules and regulations. Contractor agrees to inform the Authority of any attempts to gain access to information pertaining to clients.

E. Contractor agrees to report to Authority any use or disclosure of protected health information not provided for by this agreement of which it becomes aware. As well as to mitigate, to extent practicable, any harmful effect that it is aware of that results from a use or disclosure of protected health information by it in violation of the requirements of this Agreement.

F. Contractor acknowledges that any Breach that Contractor discovers shall be reported to HHS by the Authority in the time, manner and content required.

G. Contractor agrees to make available to the Secretary of State or its designee its internal practices, books and records, policies and procedures or those of Authority used by Contractor related to the use and disclosure of protected health information for the purpose of determining Contractors compliance with the Privacy Rule.

H. Contractor agrees to maintain documentation of and information related to its uses and disclosures of protected health information to permit Authority to provide an accounting of disclosures as prescribed by 45 CFR §164.528.

I. Contractor acknowledges that Authority is not permitted to enter into any agreement with a Contractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of Authority without requiring that Authority to first execute the Subcontractor Agreement Form which ensures that the Contractor (i.e. Subcontractor) will comply with the identical terms, conditions, safeguards and restrictions as contained in the Data Use Agreement (DUA) for PHI executed between the Authority and HHSC. The DUA Subcontractor Agreement Form accompanies this contract and is considered to be a part of this Contract.

J. Contractor acknowledges and agrees if Contractor has access to any state computer system or database, Contractor shall complete cybersecurity training and verify completion of the training program to the Center pursuant to and in accordance with Section 2054.5191 of the Government Code.

3. **Access.** Pursuant to Health and Safety Code §534.061, contractor agrees to allow the Authority or other authorized governmental agencies unrestricted access during usual business hours to all facilities, service providers, individuals served, records, data, and other information as necessary to enable HHS and/or the Authority or other authorized agencies to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement. Contractor authorizes Authority and HHS or their designated agents to make copies of, at no charge, Contractor's medical, financial and administrative books, documents and records related to the provision of services to Individuals and the cost thereof, subject to applicable laws and regulations.

4. **Access to Books and Records of Subcontractor for Medicare or Medicaid.** If it shall be determined or asserted that this Agreement is a contract between a provider and a subcontractor within the meaning of Section 1861(v)(1)(I) of the Social Security Act, as amended, or any rules, regulations, or judicial or administrative interpretations or decisions promulgated or made pursuant thereto, then Contractor hereby agrees that:

(a) Until the expiration of six (6) years after the furnishing of any service pursuant to this Agreement, Contractor shall provide, upon written request by the Secretary of the Department of Health and Human Services (the "Secretary"). The Comptroller General of the United States (the "Comptroller General", or any of their duly authorized representatives, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of any costs incurred by the Authority with respect to this Agreement, and the services provided pursuant hereto; and

(b) If Contractor subcontracts any part of this contract that has a value or cost of $10,000 or more over a twelve (12) month period, the subcontract shall contain a clause to the

effect that until the expiration of six (6) years after the furnishing of such services pursuant to such subcontract, the related organization or individual shall make available, upon written request by the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract, and such books, documents, and records of such organization or individual that are necessary to verify the nature and extent of the costs incurred with respect to such subcontract and the services provided pursuant thereto.

4. Right of Audit and Recovery. Contractor hereby authorizes Authority to conduct retrospective audits of Contractor's claims and other records related to any service rendered to an Individual for a period of up to two (2) years following payment to Contractor. In the event such an audit reveals that Contractor was paid by Authority for services not rendered or properly documented, Authority may recover any compensation paid to Contractor for such services and Contractor agrees to pay Authority on demand, but not later than thirty (30) days, any such amount determined by the Authority to have been paid for services not rendered or not properly documented.

CONTRACTOR

Sheriff Mike Griffis, Ector County

5/22/2026
Date

PermiaCare

Chris Barnhill, Chief Executive Officer

5/15/26
Date

CONTRACTOR

Judge Dustin Fawcett, Ector County

Date

PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
PROVIDER AGREEMENT
EXHIBIT A
SPECIALIZED SERVICES TO BE PROVIDED

Objectives

Provide services including but not limited to screening, triage, psychiatric evaluations, pharmacological management, nursing, medications, case management, continuity of care, patient navigation, and Illness Management and Recovery (IMR) skills training services to adults incarcerated in the Ector County Detention Center.

1. Intent is for the services to be self-contained within the Ector County Detention Center;
2. Allow individuals to access appropriate behavioral health services in a timely manner;
3. Screen no less than 130 inmates who are potentially suffering from mental illness and link them with mental health services in a timely manner;
4. Provide no less than 120 inmates with medication related services who in need of psychotropic medication to achieve stability for their psychiatric symptoms;
5. Assist PermiaCare in providing screening and/or continuity of care to 300 individuals detained in the Ector County Detention Center.

Target Population

Adults who are screened as having potential to suffer from depression, psychosis, anxiety, and/or bi-polar disorder.

Service Types

1. **Rapid Screening**

Contractor shall:

a. Ector County will employ a full-time employee (FTE), with a minimum of a bachelor's degree, known as a Behavioral Health Team Leader whose primary functions will be to screen individuals who have a history of, or who are potentially suffering from mental illness, and facilitate access to psychiatric care for eligible individuals. This position will also be responsible for completion of the Collection of Information for Mental Illness and Intellectual Disability form (*see attachment E)* approved by the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI), as well as other screening activities necessary to help the Ector County Jail comply with provisions established under Senate Bill 1326 and House Bill 1849 also known as the Sandra Bland Act.

b. Position will meet the requirements to be credentialed as a Qualified Mental Health Professional (QMHP) as specified in the Texas Mental Health Code and the LMHAs performance contract with HHSC.

c. The Behavioral Health Team Lead will screen inmates referred by prosecuting attorneys, defense attorneys, the judiciary, and all jail personnel.

d. The Behavioral Health Team Leader will utilize the following screening tools endorsed by Substance Abuse and Mental Health Service Administration (SAMSHA) and or Yale University to provide the screenings:

- Generalized Anxiety Disorder 7 item scale (GAD-7) – *See Attachment A*
- Patient Health Questionnaire for Depression (PHQ-9) – *See Attachment B*

- Mood Disorder Questionnaire for Bi-Polar Disorder (MDQ-13) – *See Attachment C*
- YALE University Prime Screening for Psychosis – *See Attachment D*

The assessment that is utilized will depend on the nature of the presenting complaint.

2. **Medication Related Services**

Contractor Shall

a. Provide a part time Psychiatrist (Prescriber) for completion of full diagnostic assessments as well as medication maintenance.
b. Provide a full time Registered Nurse (RN) to assist with providing behavioral health care to the inmate population.
c. The Psychiatrist will be certified to practice in the State of Texas, or a mid-level prescriber such as a Physician Assistant (PA) or Nurse Practitioner (NP) licensed to prescribe medication in the State of Texas and supervised by a medical doctor (MD) with whom he or she has a valid prescription authoritative agreement filed with the Texas Medical Board (TMB).

3. **Continuity of Care**

PermiaCare Shall

a. Employ an FTE that will reside in the jail to work as a Discharge Coordinator to ensure that individuals in continued need of behavioral health care will be linked with appropriate resources at the time they are released from incarceration. This position will possess a minimum of a bachelor's degree.
b. Position will meet the requirements to be credentialed as a Qualified Mental Health Professional (QMHP) as specified in the Texas Mental Health Code and the LMHAs performance contract with HHSC.

4. **Support Services**

Contractor Shall

a. Provide two full time Certified Mental Health Jailers to assist with coordination of care and transport for inmates suffering from mental illness.
b. Positions will possess a high school diploma or a degree of equivalence as well as certification as a Mental Health Jailer by the Texas Commission on Law Enforcement (TCOLE).
c. Collaborate with PermiaCare to engage local stakeholders.

PermiaCare Shall

d. to educate social service organizations and law enforcement about the Utilize community forums like the local Family Health Coalition meetings, and the Jail Diversion Task Force meetings comprehensive service array available in the jail.
e. Make a synopsis of the program is readily viewable on the PermiaCare's web site.

5. **Jail Based Competency Restoration (JBCR)**

   The Qualified Mental Health Professional (QMHP) will be officed in the jail to provide JBCR services to individuals determined by the justice system as incompetent to stand trial.

6. **Reporting**

   PermiaCare Shall

   a. Submit all Monthly, Quarterly, and Annual reports to the Texas Health and Human Services Commission as required.

   Contractor Shall

   a. Submit to PermiaCare completed Attachment I - Ector Re-arrest Tracking report for the prior month of service by the 15th of the following month.
   b. Submit a monthly invoice to PermiaCare as outlined in Exhibit D by the 15th of the month following the end of the month.
   c. Assist PermiaCare in obtaining all data necessary to fulfil the contractual reporting responsibilities required by the Texas Health and Human Services Commission as a condition of the award of the funding.

Service Delivery Process

The Behavioral Health Team Leader will screen inmates suspected of needing mental health treatment that are referred from sources, including but not limited to, the prosecuting attorneys, defense attorneys, the judiciary and all jail personnel. Inmates determined to be eligible for services will be scheduled to see the prescriber.

If the prescriber determines that the inmate is indeed suffering from a treatable mental illness, he or she will prescribe medication if appropriate, and the inmate will be actively enrolled in the jail based behavioral health program.

The Behavioral Health Team Leader will then meet with the patient to identify the needs of the patient which may include, but are not limited to case management, skills training (utilizing evidenced based curriculums such as Illness Management Recovery (IMR), IPS Supported Employment, and Permanent Supported Housing), and discharge planning.

Once the inmate agrees with the treatment recommendations of the Behavioral Health Team Leader, the inmate will be referred to the Discharge Coordinator for on-going behavioral health and case management. Discharge planning with inmates will begin 30 days prior to their release date whenever possible. Workflows depicting the processes described in this NCA for justice involved individuals are included as attachments to the proposal (*See Attachment F).*

The goal of PermiaCare and Ector County is to demonstrate that individuals served through the jail-based services program benefit from participation as evidenced by positive outcomes. The following outcome measures will be used to assess the success of the proposed project for this NCA:

- 30 percent of individuals that participate in the jail based behavioral health program, and who are discharged to the community will present face to face at PermiaCare to be

screened for services within 14 days of the day they are released from incarceration. This outcome will be tracked utilizing the Jail Based Enrollment Tracking Sheet, and the LMHA Notification of Inmate Release Form, (*See Attachments G and H).*

- Less than or equal to 25 percent of inmates served in the jail based mental health services program will be re-arrested during the fiscal year they are released from the jail in *(See Attachment I).*

PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
PROVIDER AGREEMENT
EXHIBIT B
QUALIFICATIONS FOR CONTRACTOR

Professional staff including contractors who meet the highest standards of their profession must abide by their license, registration, or certification requirements and by the established rules of supervision and conduct for their profession. Individuals that provided services under this contract must meet the following training and credentialing requirements:

Contractor will hold and maintain appropriate licensure/certification in accordance with applicable State and Federal regulations. Licensure required is as follows:

- ☒ Physician – MD/DO
- ☐ Licensed Psychologist
- ☒ Advanced Nurse Practitioner, APN
- ☒ Physician Assistant, PA
- ☐ Licensed Practitioner of the Healing Arts, LPHA
- ☐ Licensed Professional Counselor, LPC
- ☐ Licensed Family & Marriage Therapist, LFMT
- ☐ Licensed Clinical Social Worker, LCSW
- ☐ Licensed Master Social Worker, LMSW-ACP
- ☒ Registered Nurse, RN
- ☐ Licensed Vocational Nurse, LVN
- ☐ Licensed Chemical Dependency Counselor, LCDC
- ☐ Occupational Therapist, OT
- ☐ Physical Therapist
- ☐ Speech Therapist
- ☐ Licensed Dietician
- ☐ Licensed Psychological Associate, LPA
- ☒ Certified Mental Health Jailer
- ☐ Other: Personal Assistance Services
- ☐ None

All Contractors and Sub-Contractors must

- ☐ Complete and return to PermiaCare's Administrative Department or Designee all required training as required prior to service delivery.
- ☒ Provider must submit copies of insurance to PermiaCare by mail at: 401 E. Illinois Suite 403, Midland Texas 79701 or fax to: 432-570-3346. **Insurance Line of Coverage and Limit of Liability must be as follows:**

Line Of Coverage	Limit Of Liability Guidelines
Professional Liability	$1,000,000/$3,000,000
General Liability (Premises/Operations)	$1,000,000/$2,000,000
Worker's Compensation	WC – Statutory Employers' Liability - $500,000
Automobile Liability (include Hired & Non-owned Autos)	$1,000,000 Combined Single Limit

EXHIBIT C

MHGJII (formerly SB 292) JAIL BASED SERVICES

Provider must comply, and require its subcontractors to comply, with the following Texas Administrative Code (s) (TAC), and laws applicable to the provider and its subcontractors:

Texas Health and Safety Code (HSC), Title 7, Chapter 574;

Texas Code of Criminal Procedure, Chapter 46B

26 TAC Chapter 307, Subchapter C, in its entirety ; Jail Based Competency Program

26 TAC, Part 1, Chapter 301, Subchapter H, in its entirety; Death of Individuals

26 TAC, Part 1, Chapter 306, Subchapter A, in its entirety; Standards for Co-Occurring Psychiatric and Substance Use Disorders services

25 TAC, Part 1, Chapter 414, Subchapter I, in its entirety; Consent to Treatment with Psychoactive Medication

25 TAC, Part 1, Chapter 414, Subchapter K, in its entirety; Criminal History and Registry Clearances

25 TAC. Part 1, Chapter 414, Subchapter L, in its entirety; Abuse, Neglect and Exploitation

25 TAC, Part 1, Chapter 415, Subchapter A, in its entirety; Prescribing of Psychoactive Meds

25 TAC, Part 1, Chapter 415, Subchapter F, in its entirety; Interventions in Mental Health services

37 TAC, Part 9, in its entirety; TX Commission on Jail Standards;

Texas Administrative Code (TAC) can be viewed at:

https://texas-sos.appianportalsgov.com/rules-and-meetings?interface=VIEW_TAC

The Health Insurance Portability and Accountability Act of 1996 (HIPAA);

Other applicable federal and state laws, including, but not limited to:

42 Code of Federal Regulations (CFR), Volume 1, Chapter 1, Subchapter A, Part 2, Subpart D, in its entirety;

42 CFR, Volume 1, Chapter 1, Subchapter D, Part 51, in its entirety;

45 CFR, Volume 1, Chapter 1, Subchapter C, Part 160, in its entirety;

45 CFR, Volume 1, Chapter 1, Subtitle A, Part 164, in its entirety;

HSC, Title 2, Subtitle D, Chapter 81, Subchapter F;

HSC, Title 4, Subtitle B, Chapter 241, Subchapter G;

HSC, Title 2, Subtitle I, Chapters 181,

HSC §§533.009, 533.035(a), 572.004, 576.005, 576.0055, 576.007, 595.005(c), and 614.017

HSC, Title 7, Subtitle D, Chapter 595, in its entirety;

HSC, Title 7, Subtitle E, Chapter 611, in its entirety;

Texas Government Code, Title 5, Subtitle A, Chapters 552 and 559, and §531.042;

Texas Human Resources Code, Title 2, Subtitle D, Chapter 48, in its entirety;

Texas Occupations Code, Title 3, Subtitle B, Chapter 159, in its entirety;

Texas Business and Commerce Code, Title 11, Subtitle B, Chapter 521,

Subchapter B, Section 521.053. – notification of breach of data;

PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
PROVIDER AGREEMENT

EXHIBIT D
Rate, Amount, and Frequency of Payment with Designation of Payees.

Contractor: Ector County.

Contract: ☐ New Provider ☒ Renewal ☐ Extension ☐ Amendment ☐ Termination

TERM: September 1st, 2026 to August 31st, 2027

Contract Cap Amount	Total Services Delivered	$485,099
	DSHS Match Requirement	($202,054)
	Net Payments to be Provided	$283,045

Supervisor/Case Manager/RSP: Todd Luzadder, Chief Operating Officer

Description	Salary / Wages	Fringe Benefits	Total Personnel Costs	
Behavioral Health Team Leader / Screener	$44,828	$17,931	$62,759	
Mental Health Registered Nurse	$55,000	$22,000	$77,000	
Mental Health Registered Nurse	$55,000	$22,000	$77,000	
Jailer	$24,885	$9,955	$34,840	
Jailer	$44,000	$17,600	$61,600	
Total Personnel Costs	**$223,713**	**$89,486**	**$313,199**	
Medications			**$76,454**	
Psychiatrist Services			**$95,446**	
Total Cost Reimbursement				$485,099
Credit to be Provided – Match				
All Invoices will be paid minus the match of $202,054 distributed evenly across the 12 months of the contract period.			($16,837.83)	**($202,054)**
Net Payments to be Provided				$283,045
Match will be reconciled as part of the final invoice payment to assure match is provided at 50% of the total HHSC award utilized.				

BILLING & PAYMENT INFORMATION
BILLING INVOICES MUST INCLUDE THE FOLLOWING DETAILS

General

- Vendor Name, Address and Phone Number
- Invoice Month
- Invoice will reflect actual costs for all services delivered less the required match.

Cost Reimbursement

- Position Title
- Cost of Wages Paid
- Cost of Fringe Benefits Paid
- Cost of Medications Purchased
- Cost of Psychiatric Services Purchased

Required Documentation

Personnel and Wages

- One time - Salary authorization for each staff
- Copy of the employee Time Sheets for the pay periods being reimbursed

Medications and Contracted Services

- Copy of invoice being reimbursed

An Example Invoice follows on page 3

BILLING/INVOICES SHOULD BE SENT TO: Todd Luzadder, Chief Operating Officer at 401 E. Illinois Suite 403 Midland, Texas 79701 FOR APPROVAL. ALL INVOICES REQUIRE APPROVAL PRIOR TO PAYMENT.

NOTE:
BILLING/INVOICES ARE DUE BY THE 15TH OF THE MONTH FOLLOWING THE MONTH OF SERVICE AND WILL BE PAID IN THE NEXT WEEKLY CHECK RUN BY THE ACCOUNTING OFFICE.

PAYMENT WILL BE MAILED TO CONTRACTOR TO THE ADDRESS NOTED ON PAGE 13 OF THIS AGREEMENT.

Please initial upon acceptance: _____

Ector County, Texas
1010 East 8th Street, Room 520
Odessa, Texas 79761
(432) 498-4099 Phone
(432) 498-4096 Fax

Invoice

Date	Invoice #
10/01/18	1

Bill To

Attention: Todd Luzadder, Mental Health Director
PermiaCare
401 E. Illinois, Suite 403
Midland, TX 79701

Service Description					Sub-Total	Paid Amount	Supporting Documentation
Personnel Costs:							
Staff Name	**Pay Date**	**Wages**	**Benefits**	**Sub-Total**			
Behavior Health Team Leader / Screener	10/12/2018	$ 1,724.15	$ 689.66				
	10/26/2018	$ 1,724.15	$ 689.66		$ 4,827.62		
Mental Health Registered Nurse	10/12/2018	$ 1,746.46	$ 698.58				Attach Supporting Time Sheets for all Personnel each Invoice
	10/26/2018	$ 1,746.46	$ 698.58		$ 4,890.08		
Mental Health Jailer	10/12/2018	$ 1,392.85	$ 557.14				
	10/26/2018	$ 1,392.85	$ 557.14		$ 3,899.98		
Mental Health Jailer	10/12/2018	$ 1,392.85	$ 557.14				
	10/26/2018	$ 1,392.85	$ 557.14		$ 3,899.98		
Personnel Costs Total						$ 17,517.66	
Medication Costs:							
Pharmacy Invoice	10/01/18 to 10/31/18					$ 6,371.17	Attach Invoice
Third Party Administrator Costs:							
Third Party Administrator Company	10/01/18 to 10/31/18					$ 1,000.42	Attach Invoice
Contract Psychiatrist Costs:							
Contract Psychiatrist	10/4/2018				$ 800.00		Attach Invoice
	10/11/2018				$ 800.00		
	10/18/2018				$ 800.00		
	10/25/2018				$ 800.00	$ 3,200.00	
Total Ector Jail Costs for the Month						$ 28,089.25	
Less: Ector County Match Funding						$ (12,009.05)	Provides 50% Match as mandated by HHS covering the Nurse and both Jailers
Total Invoiced Costs						**16,080.20**	

Exhibit D

EXHIBIT E
DUA SUBCONTRACTOR AGREEMENT FORM
As Required by HHS Contract

The DUA between HHS and the **Authority** establishes the permitted and required uses and disclosures of Confidential Information by PermiaCare.

The **Authority** has subcontracted with **Ector County** (SUBCONTRACTOR) for performance of duties on behalf of **Authority** which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to **Authority** under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. The full DUA may be accessed by contacting Authority's Contracts Coordinator. **Authority** and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.
HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Authority and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by **Authority** in the time, manner and content required by the DUA.

If **Authority** knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations **Authority** will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps **Authority** is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the signature of the parties in their capacities indicated below.

AUTHORITY	**SUBCONTRACTOR**
SIGNATURE: Chris Bamhill	SIGNATURE: _____
TITLE: CEO	TITLE: County Judge
DATE 5/15, 20 26	DATE: _____, 20__

Attachment 1

As required by Health and Human Services (HHS) for Sections Specific to Subcontractors in HHS's

UNIFORM TERMS AND CONDITIONS (UTC)-GRANT V. 3.5

September 2024

For purposes of these Uniform Terms and Conditions, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). Authority is Permian Basin Community Centers dba PermiaCare.

INTELLECTUAL PROPERTY (related to Article VI)

1.1 Ownership of Work Product

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by HHS or Authority. Contractor and Contractor's employees will have no rights in or ownership of the Work Product or any other property of Authority or HHS.

B. Any and all Work Product that is copyrightable under United State copyright law is deemed to be "work made for hire" owned by HHS or Authority, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal laws, Contractor hereby irrevocably assigns and transfers to Authority, HHS, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all cause of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Contractor agrees to execute all papers and to perform such other acts as Authority or HHS may deem necessary to secure for Authority or HHS or its designee the rights herein assigned.

D. In the event that Contractor has any rights in and to the Work Product that cannot be assigned to Authority or HHS, Contractor hereby grants to Authority and HHS an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to

sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Contractor. Contractor shall provide Authority and HHS access during normal business hours to all Contractor materials, premises, and computer files containing the Work Product.

1.2 Contractor's Pre-Existing Works

A. To the extent that Contractor incorporates into the Work Product any works of Contractor that were by Contractor or that Contractor acquired rights in prior to the Effective Date of this Agreement, Contractor retains ownership of such Incorporated Pre-existing Works.

B. Contractor hereby grants to Authority and HHS an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. Contractor represents, warrants, and covenants to Authority and HHS that Contractor has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to Authority and HHS.

1.3 Third Party IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Contractor, Contractor hereby grants to Authority and HHS, or shall obtain from applicable third party for Authority's and HHS's benefit the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Authority and HHS's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to Authority or HHS in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Contractor shall obtain HHS's or Authority's advance written approval prior to incorporating any Third Party IP into the Work Product, and Contractor shall notify HHS and Authority on delivery of the Work Product if such materials include any Third Party IP.

C. Contractor shall provide HHS and Authority all supporting documentation demonstrating Contractor's compliance with this Section, including without limitation documentation

indicating a third party's written approval for Contractor to use any Third Party IP that may be incorporated in the Work Product.

1.4 Agreements with Employees and Subcontractors

Contractor shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Contractor's compliance with Contractor's obligations under this subject of Intellectual Property.

1.5 Delivery upon Termination or Expiration

No later than the first calendar day after the termination or expiration of the Agreement or upon HHS's or Authority's request, Contractor shall deliver to HHS or Authority all completed or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Contractor's failure to timely deliver such Work Product is a material breach of the Agreement. Contractor will not retain any copies of the Work Product or any documentation or other products or results of Contractor's activities under the Agreement without the prior written consent of HHS and Authority.

1.6 Survival

The provisions and obligations of this article survive any termination or expiration of the Agreement.

1.7 HHS and Authority Data

A. As between the Parties, all data and information acquired, accessed, or made available to Contractor by, through, or on behalf of HHS or HHS contractors including Authority and including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data process services in connection with Contractor's performance hereunder (the "HHS and Authority Data"), is owned solely by HHS or Authority.

B. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the HHS or Authority Data except as required for Contractor to fulfill its obligations under the Agreement or as authorized in advance in writing by HHS and Authority.

C. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, HHS or Authority Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of HHS or Authority.

D. Contractor shall make HHS and Authority Data available to HHS and Authority, including to HHS's and Authority's designated vendors, as directed in writing by HHS or Authority. The foregoing shall be at no cost to HHS or Authority.

E. Furthermore, the proprietary nature of Contractor's systems that process, store, collect, and/or transmit the HHS or Authority Data shall not excuse Contractor's performance of its obligations hereunder.

RECORD RETENTION, AUDIT, AND CONFIDENTIALITY (related to Article VIII)

2.1 Record Maintenance and Retention

A. Contractor shall keep and maintain full, true, and complete records necessary to fully disclose to the Authority, HHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives, all information to determine compliance with the terms and conditions of this Agreement and all state and federal rules, regulations, and statutes. Contractor shall ensure these same requirements are included in all subcontracts.

B. Contractor shall maintain and retain legible copies of this Agreement and all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Contractor for a minimum of seven (7) years after the Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Agreement are resolved, whichever is later. Contractor shall ensure these same requirements are included in all subcontracts.

2.2 Agency's Right to Audit

A. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Contractor pertaining to the Agreement for purposes of inspecting, monitoring, auditing, or evaluating by Authority, HHS and the State of Texas. Contractor shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors shall permit the Authority, HHS or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Agreement.

Contractor shall permit HHS or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Agreement. Contractor will ensure these same requirements are included in all subcontracts. If the Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have right of access to records as described include the HHS, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the Authority or HHS or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Contractor shall produce original documents related to this Agreement.

D. The Authority and HHS and any duly authorized authority shall have the right to audit billings both before and after payments, and all documentation that substantiates the billings and payments related to the Agreement, including those related to a Subcontractor.

E. Contractor shall include the Authority's, HHS's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Agreement in any Subcontract it awards.

2.3 Response/Compliance with Audit or Inspection Findings

A. Contractor must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Agreement and the services and Deliverables provided. Any such correction will be at Contractor's or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance shall be solely the decision of the Authority or HHS.

B. As part of the services, Contractor must provide to Authority or HHS upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the Authority under the Agreement.

C . Contractor shall include the requirement to provide to the Authority and to HHS (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this

Agreement in any Subcontract it awards. Upon request by the Authority or by HHS, Contractor shall enforce this requirement against its subcontractor. Further, Contractor shall include in any Subcontract it awards a requirement that all Subcontractor Subcontract must also include these provisions.

2.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

2.5 Confidentiality

Contractor shall maintain as confidential and shall not disclose to third parties without Authority's or HHS's prior written consent, any Authority or HHS information including but not limited to Authority's or HHS's business activities, practices systems, conditions, and services. This section will survive termination or expiration of this Agreement. Further, the obligations of Contractor under this section will survive termination or expiration of this Agreement. This requirement must be included in all subcontracts awarded by Contractor.

PROHIBITED ACTIVITIES (related to Article IX, Section 9.6)

3.1 Political Activities

Contractors and their relevant subcontractors are prohibited from using funds from this Agreement directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Contractors may use private money

or contributions for political purposes but may not charge, or be reimbursed from, the Agreement funds for the costs of such activities.

Employees funded by this Agreement may not use official authority or influence to achieve any political purpose and the funds from this Agreement cannot be used for the salary, benefits, or any other compensation of an elected official.

Funds received through this Agreement may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, Agreement funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

As applicable, Contractor will comply with 31 USC Section 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

GENERAL PROVISIONS

4.1 Permitting and Licensure (related to Article XI, Section 11.9)

At Contractor's sole expense, Contractor shall procure and maintain for the duration of this Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement. Contractor shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Agreement.

4.2 Disclosure of Litigation (related to Article XI, Section 11.26)

Contractors and their Subcontractors must disclose in writing to Authority any material civil or criminal litigation or indictment either threatened or pending involving the Contractor to include: governmental investigations and civil investigative demands, administrative

enforcement actions brought by governmental agencies and any material litigation that would affect Contract performance or substantial change in the Contractor's financial condition. This is a continuing disclosure requirement. Any litigation commencing after the effective date of the contract must be disclosed in a written statement within seven calendar days of its occurrence.

CONTRACT AFFIRMATIONS
Version 2.5 Effective
November 2024
As required by Health and Human Services (HHS)

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). Authority is Permian Basin Community Centers dba PermiaCare. Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

   Contractor represents and warrants that all statements and information provided to the Authority are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response, if any.

3. **Public Information Act**

   Contractor understands that Authority will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the Authority or the State pursuant to the Contract, and not otherwise excepted from

disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the Authority. Any attempted assignment in violation of this provision is void and without effect.

B. Contractor understands and agrees the Authority or HHS may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of Authority or HHS's notice of assignment, pledge, or transfer, Contractor shall cooperate with Authority and HHS in giving effect to such assignment, pledge, or transfer, at no cost to Authority or HHS or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from Authority terms and conditions, if any, are rejected unless expressly accepted by Authority in writing.

7. HHS and Authority Right to Use

Contractor agrees that Authority has the right to use, produce, and distribute copies of and to disclose to Authority its employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as Authority deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of Authority.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation). Funds under this contract shall not be used towards lobbying activities. (from LB's)

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of Authority, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is in compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

B. Contractor represents and warrants that if it or its Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to Authority under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully

disclose such interest in writing to Authority. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by Authority as a potential conflict. Authority reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by Authority decision.

28. Fraud, Waste, and Abuse

Contractor understands that Authority does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the

Authority's Compliance Officer at 432 570 3333 or the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and Authority and HHS policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
  Attn: Fraud Hotline
  MC 1300
  P.O. Box 85200
  Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to Authority's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to Authority a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to Authority's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify Authority in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Authority shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised Authority in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and

Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify Authority.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of all persons employed by Contractor to perform duties within Texas..

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, Authority or HHS or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

   1. Name of individual(s) (Contractor or employee(s));

2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by Authority or HHS or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, Authority cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with Authority under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R,S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify Authority.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify Authority.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for Authority, Contractor is required to meet the security controls the Authority and HHSdetermines are proportionate with Authority's and HHS's risk under the Contract based on the sensitivity of Authority'the data and that Contractor must periodically provide to Authority evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for Authority, Contractor must comply with the requirements of the state risk and authorization management program and that Authority may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program

requirements. If providing cloud computing services for Authority that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. April, 1, 2025, Section 544.016, pursuant to House Bill 46112 Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.)(relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R. S.),, or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the Authority before entering into any subcontract that will provide direct or remote access to or control of critical

infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors or subcontractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. Pursuant to Executive Order GA-48 issue November 19, 2024

Contractor certifies it is not, and, if applicable, any of its holding companies or subsidiaries is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b. Listed in Section 1260H of the 2021 NDAA; or

c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 D.F.R Section 791.4.

54. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Contractor/Proposer Name: _____

Authorized Signature: _____

Title: _____

Address: _____

City, State, Zip Code: _____

Generalized Anxiety Disorder 7-item (GAD-7) scale

Over the last 2 weeks, how often have you been bothered by the following problems?	Not at all sure	Several days	Over half the days	Nearly every day
1. Feeling nervous, anxious, or on edge	0	1	2	3
2. Not being able to stop or control worrying	0	1	2	3
3. Worrying too much about different things	0	1	2	3
4. Trouble relaxing	0	1	2	3
5. Being so restless that it's hard to sit still	0	1	2	3
6. Becoming easily annoyed or irritable	0	1	2	3
7. Feeling afraid as if something awful might happen	0	1	2	3
Add the score for each column	+	+	+	
Total Score *(add your column scores)* =				

If you checked off any problems, how difficult have these made it for you to do your work, take care of things at home, or get along with other people?

Not difficult at all _____
Somewhat difficult _____
Very difficult _____
Extremely difficult _____

Source: Spitzer RL, Kroenke K, Williams JBW, Lowe B. A brief measure for assessing generalized anxiety disorder. *Arch Inern Med.* 2006;166:1092-1097.

PATIENT HEALTH QUESTIONNAIRE (PHQ-9)

NAME:_____ DATE:_____

Over the last *2 weeks,* how often have you been bothered by any of the following problems?
(use "✓" to indicate your answer)

	Not at all	Several days	More than half the days	Nearly every day
1. Little interest or pleasure in doing things	0	1	2	3
2. Feeling down, depressed, or hopeless	0	1	2	3
3. Trouble falling or staying asleep, or sleeping too much	0	1	2	3
4. Feeling tired or having little energy	0	1	2	3
5. Poor appetite or overeating	0	1	2	3
6. Feeling bad about yourself—or that you are a failure or have let yourself or your family down	0	1	2	3
7. Trouble concentrating on things, such as reading the newspaper or watching television	0	1	2	3
8. Moving or speaking so slowly that other people could have noticed. Or the opposite — being so figety or restless that you have been moving around a lot more than usual	0	1	2	3
9. Thoughts that you would be better off dead, or of hurting yourself	0	1	2	3
add columns				

TOTAL: _____

(Healthcare professional: For interpretation of TOTAL, please refer to accompanying scoring card).

10. If you checked off *any problems,* how *difficult* have these problems made it for you to do your work, take care of things at home, or get along with other people?

- Not difficult at all _____
- Somewhat difficult _____
- Very difficult _____
- Extremely difficult _____

Copyright © 1999 Pfizer Inc. All rights reserved. Reproduced with permission. PRIME-MD© is a trademark of Pfizer Inc.

PHQ-9 Patient Depression Questionnaire

For initial diagnosis:

1. Patient completes PHQ-9 Quick Depression Assessment.
2. If there are at least 4 ✓s in the shaded section (including Questions #1 and #2), consider a depressive disorder. Add score to determine severity.

Consider Major Depressive Disorder

- if there are at least 5 ✓s in the shaded section (one of which corresponds to Question #1 or #2)

Consider Other Depressive Disorder

- if there are 2-4 ✓s in the shaded section (one of which corresponds to Question #1 or #2)

Note: Since the questionnaire relies on patient self-report, all responses should be verified by the clinician, and a definitive diagnosis is made on clinical grounds taking into account how well the patient understood the questionnaire, as well as other relevant information from the patient.
Diagnoses of Major Depressive Disorder or Other Depressive Disorder also require impairment of social, occupational, or other important areas of functioning (Question #10) and ruling out normal bereavement, a history of a Manic Episode (Bipolar Disorder), and a physical disorder, medication, or other drug as the biological cause of the depressive symptoms.

To monitor severity over time for newly diagnosed patients or patients in current treatment for depression:

1. Patients may complete questionnaires at baseline and at regular intervals (eg, every 2 weeks) at home and bring them in at their next appointment for scoring or they may complete the questionnaire during each scheduled appointment.
2. Add up ✓s by column. For every ✓: Several days = 1 More than half the days = 2 Nearly every day = 3
3. Add together column scores to get a TOTAL score.
4. Refer to the accompanying **PHQ-9 Scoring Box** to interpret the TOTAL score.
5. Results may be included in patient files to assist you in setting up a treatment goal, determining degree of response, as well as guiding treatment intervention.

Scoring: add up all checked boxes on PHQ-9

For every ✓ Not at all = 0; Several days = 1;
More than half the days = 2; Nearly every day = 3

Interpretation of Total Score

Total Score	Depression Severity
1-4	Minimal depression
5-9	Mild depression
10-14	Moderate depression
15-19	Moderately severe depression
20-27	Severe depression

PHQ9 Copyright © Pfizer Inc. All rights reserved. Reproduced with permission. PRIME-MD ® is a trademark of Pfizer Inc.

A2662B 10-04-2005

The Mood Disorder Questionnaire (MDQ) - Overview

The Mood Disorder Questionnaire (MDQ) was developed by a team of psychiatrists, researchers and consumer advocates to address the need for timely and accurate evaluation of bipolar disorder.

Clinical Utility

- The MDQ is a brief self-report instrument that takes about 5 minutes to complete.
- This instrument is designed for *screening purposes only* and is not to be used as a diagnostic tool.
- A positive screen should be followed by a comprehensive evaluation.

Scoring

In order to screen positive for possible bipolar disorder, all three parts of the following criteria must be met:

- "YES" to 7 or more of the 13 items in Question 1 **AND**
- "Yes" to Question number 2 **AND**
- "Moderate Problem" or "Serious Problem" to Question 3

Psychometric Properties

The MDQ is best at screening for bipolar I (depression and mania) disorder and is not as sensitive to bipolar II (depression and hypomania) or bipolar not otherwise specified (NOS) disorder.

Population /type	Sensitivity & Specificity
Out-patient clinic serving primarily a mood disorder population[1]	Sensitivity 0.73 Specificity 0.90
General Population[2]	Sensitivity 0.28 Specificity 0.97
37 Bipolar Disorder patients 36 Unipolar Depression patients[3]	Overall Sensitivity 0.58 (BDI 0.58-BDII/NOS 0.30) Overall Specificity 0.67
Primary care patients receiving treatment for depression[4]	Sensitivity 0.58 Specificity 0.93

1. *Hirschfeld RMA. et, al. Development and validation of a screening instrument for bipolar spectrum disorder: The Mood Disorder Questionnaire, Am J of Psychiatry, 2000, 157:1873-1875.*
2. *Hirschfeld RMA. The mood disorder Questionnaire: A simple, patient-rated screening instrument for bi-polar disorder. Journal of Clinical Psychiatry Primary Care Companion 2002; 4: 9-11.*
3. *Miller CJ et al, Sensitivity and specificity of the Mood Disorder Questionnaire for detecting bipolar disorder. J Affect Disorder 2004. 81: 167-171.*
4. *Hirschfeld RMA, et al. Screening for bipolar disorder in patients treated for depression in a family medicine clinic. JABFP 2005, 18: 233-239.*

Mood Disorder Questionnaire

Patient Name _____ Date of Visit _____

Please answer each question to the best of your ability

1. Has there ever been a period of time when you were not your usual self and...	YES	NO
...you felt so good or so hyper that other people thought you were not your normal self or you were so hyper that you got into trouble?	☐	☐
...you were so irritable that you shouted at people or started fights or arguments?	☐	☐
...you felt much more self-confident than usual?	☐	☐
...you got much less sleep than usual and found that you didn't really miss it?	☐	☐
...you were more talkative or spoke much faster than usual?	☐	☐
...thoughts raced through your head or you couldn't slow your mind down?	☐	☐
...you were so easily distracted by things around you that you had trouble concentrating or staying on track?	☐	☐
...you had more energy than usual?	☐	☐
...you were much more active or did many more things than usual?	☐	☐
...you were much more social or outgoing than usual, for example, you telephoned friends in the middle of the night?	☐	☐
...you were much more interested in sex than usual?	☐	☐
...you did things that were unusual for you or that other people might have thought were excessive, foolish, or risky?	☐	☐
...spending money got you or your family in trouble?	☐	☐

2. If you checked YES to more than one of the above, have several of these ever happened during the same period of time? ☐ ☐

3. How much of a problem did any of these cause you - like being unable to work; having family, money or legal troubles; getting into arguments or fights?

☐ No problems ☐ Minor problem ☐ Moderate problem ☐ Serious problem

This instrument is designed for screening purposes only and not to be used as a diagnostic tool.
Permission for use granted by RMA Hirschfeld, MD

eMentalHealth.ca

PLEO

Schizophrenia

This survey is designed to provide a quick assessment of whether you show signs and symptoms of schizophrenia or psychosis. However, no test is 100% accurate. No matter what your score is, you should seek help if you have any concerns about yourself or your loved ones.

This questionnaire was developed by the PRIME group at Yale University Medical School.

---

1. I feel that others control what I think and feel.
   ◯ Not at all (0.0) ◯ Just a little (1.0) ◯ Somewhat (2.0) ◯ Moderately (3.0) ◯ Quite a lot (4.0) ◯ All the time (5.0)

2. I hear or see things that others do not hear or see.
   ◯ Not at all (0.0) ◯ Just a little (1.0) ◯ Somewhat (2.0) ◯ Moderately (3.0) ◯ Quite a lot (4.0) ◯ All the time (5.0)

3. I feel it is very difficult for me to express myself in words that others can understand.
   ◯ Not at all (0.0) ◯ Just a little (1.0) ◯ Somewhat (2.0) ◯ Moderately (3.0) ◯ Quite a lot (4.0) ◯ All the time (5.0)

4. I feel I share absolutely nothing in common with others, including my friends and family.
   ◯ Not at all (0.0) ◯ Just a little (1.0) ◯ Somewhat (2.0) ◯ Moderately (3.0) ◯ Quite a lot (4.0) ◯ All the time (5.0)

5. I believe in more than one thing about reality and the world around me that nobody else seems to believe in.
   ◯ Not at all (0.0) ◯ Just a little (1.0) ◯ Somewhat (2.0) ◯ Moderately (3.0) ◯ Quite a lot (4.0) ◯ All the time (5.0)

6. Others don't believe me when I tell them the things I see or hear.
   ◯ Not at all (0.0) ◯ Just a little (1.0) ◯ Somewhat (2.0) ◯ Moderately (3.0) ◯ Quite a lot (4.0) ◯ All the time (5.0)

7. I can't trust what I'm thinking because I don't know if it's real or not.
   ◯ Not at all (0.0) ◯ Just a little (1.0) ◯ Somewhat (2.0) ◯ Moderately (3.0) ◯ Quite a lot (4.0) ◯ All the time (5.0)

8. I have magical powers that nobody else has or can explain.
   ◯ Not at all (0.0) ◯ Just a little (1.0) ◯ Somewhat (2.0) ◯ Moderately (3.0) ◯ Quite a lot (4.0) ◯ All the time (5.0)

9. Others are plotting to get me.
   ◯ Not at all (0.0) ◯ Just a little (1.0) ◯ Somewhat (2.0) ◯ Moderately (3.0) ◯ Quite a lot (4.0) ◯ All the time (5.0)

10. I find it difficult to get a hold of my thoughts.
    ◯ Not at all (0.0) ◯ Just a little (1.0) ◯ Somewhat (2.0) ◯ Moderately (3.0) ◯ Quite a lot (4.0) ◯ All the time (5.0)

11. I am treated unfairly because others are jealous of my special abilities.
    ◯ Not at all (0.0) ◯ Just a little (1.0) ◯ Somewhat (2.0) ◯ Moderately (3.0) ◯ Quite a lot (4.0) ◯ All the time (5.0)

12. I talk to another person or other people inside my head that nobody else can hear.

◯Not at all (0.0) ◯Just a little (1.0) ◯Somewhat (2.0) ◯Moderately (3.0) ◯Quite a lot (4.0) ◯All the time (5.0)

COLLECTION OF INFORMATION FORM FOR MENTAL ILLNESS AND INTELLECTUAL DISABILITY

AUTHORITY: Art. 16.22, Code of Criminal Procedure & Sec. 614.0032, Health &Safety Code
Approved by the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI)

SECTION I: DEFENDANT INFORMATION

Defendant Name *(Last, First)*: _____ Offense: _____

Date of Birth: _____ CARE Identification # *(If available)*: _____ SID or CID # *(If available)*: _____

Last Four Digits of Social Security Number: _____

Current County or Municipality of Incarceration: _____ Date of Magistrate Order: _____

SECTION II: PREVIOUS HISTORY

Has the defendant been determined to have a mental illness or to be a person with an intellectual disability within the last year?

☐ *Yes* ☐ *No* ☐ *Unknown*

Date of Previous Assessment *(if applicable)*: _____

Previous Mental Health and/or Intellectual Disability Assessment Information *(if available)*:

_____

_____

_____

SECTION III: CURRENT INFORMATION

Most Recent Diagnosis(es) and Date(s) *(if available)*:

_____

At time of the collection of information or as indicated on the jail screening form for suicide and medical/mental/developmental impairments, is the defendant acutely decompensated, suicidal, or homicidal according to self-report?

☐ *Yes- Circle Above* ☐ *No* ☐ *Not Applicable- Reason* _____

Other relevant information pertaining to mental health and intellectual disability history and/or previous treatment recommendations:

_____

_____

_____

Observations and Findings Based on Information Collected:

☐ Defendant is a person who has a mental illness.

☐ Defendant is a person who has an intellectual disability.

☐ There is clinical evidence to support the belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B, Code of Criminal Procedure.

☐ Any appropriate or recommended treatment or service:

_____

_____

☐ None of the above.

Procedures Used to Gather Information:

_____

SECTION IV: INFORMATION OF PROFESSIONAL SUBMITTING FORM

Name and Credentials of Person Submitting Form: _____ Date of Submission: _____

Upon completion of this form, its contents remain confidential as applicable to Health and Safety Code Chapter 614.017

Approved February 2018

COLLECTION OF INFORMATION FORM FOR MENTAL ILLNESS AND INTELLECTUAL DISABILITY

AUTHORITY: AUTHORITY: Art. 16.22, Code of Criminal Procedure & Sec. 614.0032, Health &Safety Code

Approved by the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI)

INSTRUCTIONAL GUIDELINES

This form is not to be confused or supplemented by the "Screening Form for Suicide and Medical/Mental/Developmental Impairments" as required by the Texas Commission on Jail Standards

Section I: DEFENDANT INFORMATION

- **Defendant Name** should be filled out by last name followed by first name.
- **Offense** information should include arresting offense information.
- **Date of Birth** and **last four digits of social security number** are to be obtained to assist in validating identity.
- **CARE Identification #** – *If available*, this number should be complimentary to the CCQ match.
- **SID or CID Number** – *If available*, this number should include the State Identification Number (SID) or the County Identification (CID) Number.
- List the **Current County** or **Municipality** of the current incarceration.
- **Date of Magistrate Order** should be the date the magistrate signed the order which initiates the timeframes for completing the collection of information (not later than 96 hours for a defendant in custody; not later than 30 days for a defendant not in custody).

Section II: PREVIOUS HISTORY

- **Has the defendant been determined to have a mental illness or to be a person with an intellectual disability within the last year?**
  - ***If Yes*** – The Magistrate ***is not required*** to order the collection of information if the defendant ***in the year proceeding*** the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability by the local mental health authority, local intellectual and developmental disability authority, or another mental health or intellectual disability expert described.
  - ***If No*** – Further collection of information under this form will be necessary for applicable defendants.
  - ***If Unknown*** - Further collection of information under this form *may* be necessary for applicable defendants.
- **Previous Mental Health and/or Intellectual Disability Assessment Information and Date** - *If available,* collect information regarding whether the defendant has a mental illness as defined by Section 571.003, Health and Safety Code, or is a person with an intellectual disability as defined by Section 591.003, Health and Safety Code, including, if applicable, information obtained from any previous assessment of the defendant and information regarding any previously recommended treatment.

  Note: Include source of information. Examples are self-report, CARE or CCQ match, or clinical records available from local mental health authority of local intellectual developmental disability authority.

Section III: CURRENT INFORMATION

- **Most Recent Diagnosis(es) and Date(s)** - *If available*, include information here.
- **Is the client acutely (at time of assessment or as indicated on the jail screening form for suicide and medical/mental/developmental impairments) decompensated, suicidal, or homicidal according to self-report?**
  - ***If Yes*** – select yes.
  - ***If No*** – select no.
  - ***If Not Applicable*** – Indicate the reason why here.

COLLECTION OF INFORMATION FORM FOR MENTAL ILLNESS AND INTELLECTUAL DISABILITY

AUTHORITY: AUTHORITY: Art. 16.22, Code of Criminal Procedure & Sec. 614.0032, Health &Safety Code
Approved by the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI)

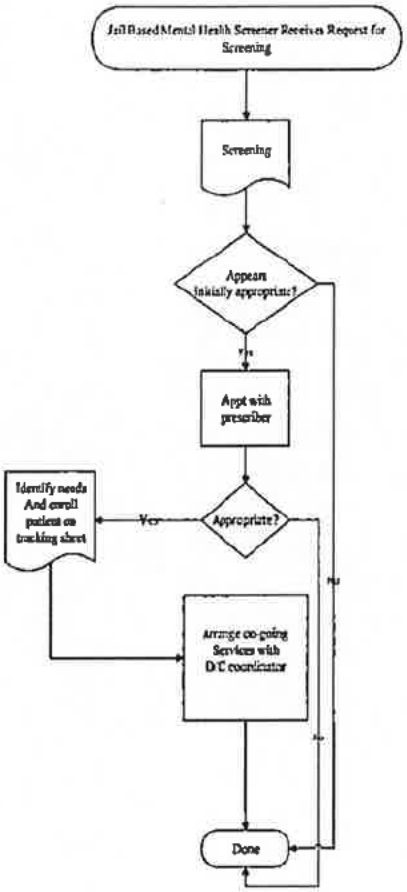
Note: This information may be helpful to the magistrate or judge, as it will allow the magistrate or judge to know the severity of the defendant's mental health status for prioritization purposes.

- **Other relevant information pertaining to mental health history and/or previous treatment recommendations** – Note: Examples may include the following:
  - Previous competency examination results or outcome of examination results;
  - Parole, Probation or Pre-Trial Supervision status;
  - Military history is applicable to treatment history;
  - If this section is not applicable, indicate as such.
- **Observations and Findings Based on Information Collected**– Select option as appropriate.
  Note: **Any appropriate or recommended treatment or service** – Include whether the defendant warrants a competency examination, outpatient services, etc. **Provide any recommendation for further assessment/evaluation by higher level clinical providers.**
- **Procedures Used to Gather Information** – Include informational sources used to collect information. Examples may include: Sources of information such as, self-report, CARE or CCQ match, previous psychological evaluations, assessments or clinical records available from local mental health authority of local intellectual developmental disability authority.

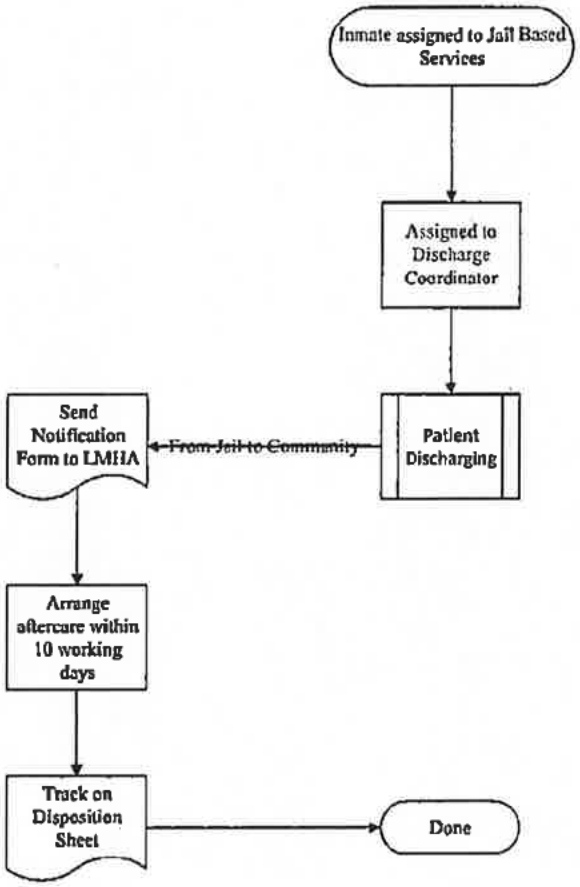
Section IV: ***INFORMATION OF PROFESSIONAL SUBMITTING FORM***

- **Name and Credentials of Person Submitting Form** – Person completing the form along with his or her credentials, is to be listed here. Note: *This form is to be completed by the local mental health authority, local intellectual and developmental disability authority, or another qualified mental health or intellectual disability expert.*
- **Date of Submission** – Include the date the form is submitted to Magistrate.

Screening Process



Discharge Coordination



Note: If patient does not follow up, it is the expectation that the Discharge Coordinator/Jail Based Competency Restoration Specialist make continued efforts that result in successful linkage

How to request capital credits

The county judge and/or commissioners court must complete and submit the **form below.**

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

COUNTY REQUEST FOR CAPITAL CREDITS

County Name _____ County FEIN _____

Authorized by ☐ Judge ☐ Commissioners Court

Name of County Judge _____ Approved Date _____

SEND THE REQUESTED FUNDS TO:

Address _____ City _____ State _____ ZIP _____

I acknowledge that the purpose of the funds complies with provisions of Texas Local Government Code Section 381.004.

Name (printed) _____ Title _____

Signature _____ Date _____

Email _____ Phone _____

Submit signed and completed form by either mail, email or fax by July 31, 2026.

Mail Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Education and Reporting section
P.O. Box 12019
Austin, Texas 78711-2019

Email up.holder@cpa.texas.gov
Fax 512-463-3569

FOR COMPTROLLER'S USE ONLY: We are authorized to release ____ % of the total amount available to your county. We will send a $ _____ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code Section 381.004.

Comptroller's Representative _____ Date _____

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered. It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling 800-252-1382, or by sending a fax to 512-475-0900.

98-1013 4/26

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 1 dated May 4th, 2026, to the agreement between Ector County ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated January 6th, 2026 (the "Agreement") concerning the West Odessa Water Project (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Project Understanding

The Consultant developed recommendations based on the findings from Task 1 - Public Involvement and Task 2 - Public Involvement Data Analysis. These recommendations require professional design services to prepare construction documents. This amendment authorizes professional services, boundary only surveying, water pipeline design, bidding, and construction phase services for approximately 18.4 miles of water main. The work will also include all applicable appurtenances, such as valves, fire hydrants, and water meters.

The project will be delivered through three separate bid packages:

1. Bid Package No. 1 will consist of water main extensions located entirely within ECUD's water system, along with associated appurtenances such as water meters, gate valves, and fire hydrants.
2. Bid Package No. 2 will consist of water main extensions and associated appurtenances such as water meters, gate valves, and fire hydrants within ECUD's water system to serve the Western Hills Subdivision.
3. Bid Package No. 3 will consist of water main extensions and associated appurtenances such as water meters, gate valves, and fire hydrants located outside ECUD's water system to serve the Knox Village Subdivision.

Consultant will perform the following services:

TASK 3 - DESIGN SERVICES FOR REQUIRED INFRASTRUCTURE

3.1 Boundary Only Survey

a. Locate existing boundary lines along water line alignments based on analysis of publicly available record documents, and found monumentation, if any, recovered while conducting fieldwork.
b. This task excludes any effort to correct the work of others if discrepancies are found with the boundary locations.
c. The limits of the boundary work are generally in the following three areas:
    i. Bid Package No. 2 – Western Hills Subdivision Area 1
        1. Northern limit W Treva Dr
        2. Eastern limit N Easy Ave
        3. Southern limit W 42nd Street
        4. Western limit N Mark Twain Ave

ii. Bid Package No. 2 - Western Hills Subdivision Area 2
    1. Northern limit W 42nd Street
    2. Eastern limit N Knox Ave
    3. Southern limit W University Blvd
    4. Western limit Aranda Ave
iii. Bid Package No. 3 – Knox Village Subdivision from
    1. Northern limit W 3rd Street
    2. Eastern limit S Knox Ave
    3. Southern limit W Stagecoach Dr
    4. Western limit S War Admiral Dr

d. Easement Instruments of Conveyance
    i. Prepare easement instruments (narrative and graphic exhibits of easements required for permanent and temporary construction).
    ii. Up to 15 easement instruments are included.
    iii. Individual easement instrument exhibits shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
        1. Parcel number
        2. Area required
        3. Area remaining
        4. Legal description
        5. Current owner
        6. Any existing platted easements or easements filed by separate instrument, including easements provided by utility companies
        7. Proposed permanent and temporary easements.
        8. Metes and bounds description of easements to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.

e. Deliverables:
    i. Fifteen (15) easement instrument exhibits.

f. Services/Deliverables provided by the County:
    i. Property owner negotiations for easements and right of entry.

3.2 Preliminary Design

a. The Consultant will prepare engineering plans consisting of 22" x 34" plan sheets at a scale of 1" = 40'. The construction plans will not include a profile view of the water line. The Consultant anticipates preparing the following for each bid package:
    i. Bid Package No. 1: Approximately 10 plan sheets associated with an estimated 3,100 linear feet of water line.
    ii. Bid Package No. 2: Approximately 30 plan sheets associated with an estimated 45,900 linear feet of water line.
    iii. Bid Package No. 3: Approximately 33 plan sheets associated with an estimated 48,300 linear feet of water line.

b. The Consultant will provide the following information on the plan sheets:
    i. Plan View of Water Line Construction Plans
        1. Nearmap Aerial Imagery
        2. Existing ECUD Water Infrastructure (GIS)
        3. Existing Texas Railroad Commission Infrastructure (GIS)
            a. Consultant will contact nearby oil/gas well owners to inquire about oil/gas line infrastructure near the proposed water improvements, and include general locations, if any
        4. Existing Ector County Parcel Information (GIS)
        5. Proposed centerline alignment

6. Proposed fire hydrant locations
7. Proposed valve locations
8. Proposed water service locations

c. Prepare preliminary opinion of construction costs (OPCC) for the proposed projects.
    i. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding market conditions, and opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

d. Meetings
    i. Prepare for and attend one (1) in person meeting for each of the three (3) bid packages with the County to review the preliminary design plans and the OPCC.

e. Deliverables
    i. Three (3) .pdf copies of preliminary design plans and OPCC for review and comment. One (1) for each bid package.

f. Services/Deliverables provided by the County:
    i. Review and comment on the preliminary design submittal packages.

3.3 Final Design

a. Address comments received from each bid package preliminary submittal.
    i. One (1) round of comments is anticipated for each bid package.

b. The Consultant will prepare three (3) bid packages of engineering plans, specifications, and construction contract documents for project bidding. The Consultant will provide the following information on the plan sheets:
    i. Cover Page
    ii. General Construction and Water Line Design Notes
    iii. Construction Plans Sheet Reference
    iv. Overall Meter Location Sheet
    v. Plan View of Water Line Construction Plans
    vi. Field Observation Obstructions
        1. Consultant will conduct one in-person site walk for each proposed water main, and note any field-observed obstructions
    vii. Construction Details
        1. Consultant will utilize ECUD's standard construction details and prepare additional construction details as necessary.

c. Contract Documents
    i. Prepare specifications, to include technical specifications for materials and installation of the proposed facilities. Specifications shall consist of ECUD standard and non-standard technical specifications for materials and installation of the proposed facilities.
    ii. The Contract Documents will be based upon the Engineers Joint Contract Documents Committee (EJCDC) documents.

d. Prepare preliminary opinion of construction costs (OPCC) for the proposed projects.
    i. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding market conditions, and opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does

not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

e. The Consultant will prepare and submit three (3) separate bid packages of engineering plans, specifications, and construction contract documents to the County.
    i. One (1) round of comments is anticipated for each bid package.
f. Submit to the County final bidding documents for the project.
g. Meetings:
    i. Prepare for and attend three (3) in person meetings with the County to review final plans, specifications, contract documents, and OPCC, with one (1) meeting held for each bid package.
h. Deliverables
    i. Three (3) .pdf copies of final plans, specifications, contract documents, and OPCC for review and comment. One (1) for each bid package.
    ii. Fifteen (15) copies of final plans, specifications, contract documents, and OPCC for bidding. Five (5) copies for each bid package.
i. Services/Deliverables provided by the County:
    i. Review and comment on the final submittals.

3.4 Bid Phase Services

a. After the construction contract documents are approved, the Consultant will provide the following professional services under this task for up to three (3) separate bid packages. Each of the following services are anticipated to be completed for each bid package.
    i. Advertising – Consultant will prepare and issue the project for advertisement in coordination with the County purchasing department.
    ii. Notice to Bidders – Consultant will prepare a notice to bidders. The County will be responsible for submitting the Notice to newspapers for advertisement. Advertising will be billed directly to the County by the newspaper.
    iii. Addenda – Consultant will answer contractor questions during the bid process. Consultant will issue addenda as required.
    iv. Pre-Bid Meeting – Consultant will prepare for and lead the pre-bid meeting.
    v. Bid Opening – Consultant will attend the bid opening, prepare a tabulation of bids, and prepare a letter summarizing the bids to the County for award of contract.
    vi. Conformance Plans - Consultant will prepare conformance Contract Documents and Construction Plans that incorporate addenda issued during the bidding phase.
    vii. Execution – Consultant will prepare five (5) sets of the Contract Documents for execution by the contractor, receive and review such documents for completeness, and forward to the County for review and execution.
b. Meetings:
    i. Three (3) in-person pre-bid meetings. One (1) for each bid package.
    ii. Three (3) in-person bid openings. One (1) for each bid package.
c. Deliverables:
    i. Consultant will prepare the following deliverables for each of the three (3) bid packages:
        1. Final Contract Documents
        2. Notice to Bidders
        3. Addenda
        4. Tabulation of Bids
        5. Letter Summarizing Bids
        6. Contract Documents for Execution
        7. Conformance Plans
d. Services/Deliverables provided by the County:

i. Award of Contract to Contractor for all three (3) bid packages.
ii. Review and Execute Contract Documents for all three (3) bid packages.

3.5 Construction Phase Services

a. Consultant will provide the following professional construction phase services to the County during construction of this project for up to three (3) separate construction bid packages. Each of the following services are anticipated to be completed for each bid package.

b. For the basis of establishing the Consultant's Fee, the estimated construction period for each bid package is shown:
   i. Bid Package No. 1 construction period is anticipated at two (2) months.
   ii. Bid Package No. 2 construction period is anticipated at six (6) months.
   iii. Bid Package No. 3 construction period is anticipated at six (6) months.

c. The construction phase services are as follows for each of the three (3) bid packages:
   i. Bid Document Preparation and Contractor Notification. Consultant will issue a bid package and conduct a pre-bid meeting with potential bidders. Consultant will tabulate the bids received and evaluate general compliance of bids with the bidding documents. Consultant will provide a summary of this tabulation and evaluation. If requested, Consultant will notify the selected Contractor.
   ii. Pre-Construction Conference. Consultant will conduct a Pre-Construction Conference before the start of construction.
   iii. Site Visits and Construction Observation. The Consultant will make up to one (1) visit per month during the construction period to observe the progress of the work. Fourteen (14) in-person visits are anticipated. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.
   iv. Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.
   v. Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
   vi. Construction Meetings. Consultant will prepare and attend construction meetings on site up to one (1) visit per month for the construction period duration for each bid package. Fourteen (14) meetings are anticipated.
   vii. Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
   viii. Clarifications and Interpretations. Consultant will respond to reasonable and appropriate up to ten (10) Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

ix. Change Orders. Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

x. Shop Drawings and Samples. Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

xi. Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

xii. Inspections and Tests. Consultant may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.

xiii. Disputes between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.

xiv. Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

xv. Substantial Completion. Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

xvi. Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

xvii. Record Drawings. Consultant will prepare record drawings showing significant changes reported by the Contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-built, but will be based on information made available.

d. Deliverables:

i. Requests for Information – Twenty (20) are anticipated.

ii. Shop Drawings and Samples Reviews – Twenty (20) are anticipated.

iii. Change Orders – as described above.
iv. Application for Payment – Fourteen (14) are anticipated.
v. Three (3) sets of .pdf (22" x 34") Record Drawings. One (1) for each bid package.

e. Services/Deliverables provided by the County:
i. Resident project representative and inspection.
ii. Provide input on progress of work.
iii. Payment to the Contractors.

For the services set forth above, Client shall pay Consultant the following compensation:

Consultant will perform the services in Task 3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
3	Design Services for Required Infrastructure		
	3.1 – Boundary Only Survey	$91,100	Lump Sum
	3.2 – Preliminary Design	$171,600	Lump Sum
	3.3 – Final Design	$158,900	Lump Sum
	3.4 – Bid Phase Services	$66,500	Lump Sum
	3.5 – Construction Phase Services	$211,100	Lump Sum
	Total	**$699,200**	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Consultant project number.

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the County. Compensation for additional services will be agreed to prior to their performance.

- Topographic Survey
- Geotechnical Services
- Property Acquisition Services
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the County.
- Any additional changes to the Contract Documents necessary to break the project into more than three (3) separate bid packages.
- Bidding and advertising the project more than one time.
- Assisting in Condemnation Services during property acquisition.
- Design of any offsite drainage improvements beyond the improvements identified in the scope.
- Preparation of SWPPP.
- Additional sets of bidding documents.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for

construction.

- Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services referenced above.
- Sampling, testing, or analysis for construction.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Assisting County or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Accompanying the County's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the County's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the County's compliance efforts.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of Engineering data and reports for assistance to the County.
- Any services not listed in the Scope of Services.

CLIENT:	CONSULTANT:
_____	KIMLEY-HORN AND ASSOCIATES, INC.
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Parkhill

June 2, 2026

Judge Dustin Fawcett
Ector County
300 North Grant
Odessa, Texas 79761

Re: AMENDMENT 001 to the Agreement for Professional Services Agreement dated September 11, 2024 for Owner's Representative Services for New Courthouse

Dear Judge Fawcett:

Ector County (Owner) and Parkhill (Owner's Representative) amend the referenced Agreement as follows:

TASK 3: United States Postal Services Tenant Space Improvement Project (USPS TI)

3.1.0 Project Information
- 3.1.1 Description: The project consists of the owner's representative services for the USPS TI Project.
- 3.1.2 Site: The new USPS will be located at 310 East 3rd Street, Odessa, Texas 79761
- 3.1.3 Budget: Construction Budget for the project is estimated at $5,000,000.
- 3.1.4 Exhibit A: Architectural Site Plan GP-050 from Permit Submittal Set by Butler-Cohen/DLR.

3.2.0 Scope of Services
- 3.2.1 General Services
  - 3.2.1.1 Owner Representative Services for United States Postal Service Tenant Space Build-Out.
  - 3.2.1.2 Track budget, monitor schedule, oversee quality, and keep scope aligned with Project objectives.
  - 3.2.1.3 Review and provide recommendations for approval of Design-Builder's applications for progress payments.
- 3.2.2 Design:
  - 3.2.2.1 Review Design-Builder drawings and specifications for alignment to scope, schedule, budget, and overall Project objectives established by the Owner.
  - 3.2.2.2 Review Design-Builder's Guaranteed Maximum Price (GMP) proposal and recommend acceptance.
- 3.2.3 Construction, Meetings and Site Visits:
  - 3.2.3.1 Refer to original agreement.

3.3.0 Schedule
- 3.3.1 Shall follow the Design-Builder's schedule for completion of the USPS TI Build-Out. Anticipated to be completed at the end of August 2027.

3.4.0 Exclusions
- 3.4.1 Services specifically excluded from our scope of services include the following:
  - Architectural/Engineering Design Services
  - Third-party Testing
  - Utility Design and Relocation Costs

3.5.0 Compensation
- 3.5.1 Fees to be a lump sum of 2% of the Total Project Cost and billed monthly.

Except as expressly modified herein, no other provisions of the Agreement between PARKHILL and OWNER are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect per its terms, as amended.

This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between PARKHILL and OWNER, concerning the subject matter thereof.

This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

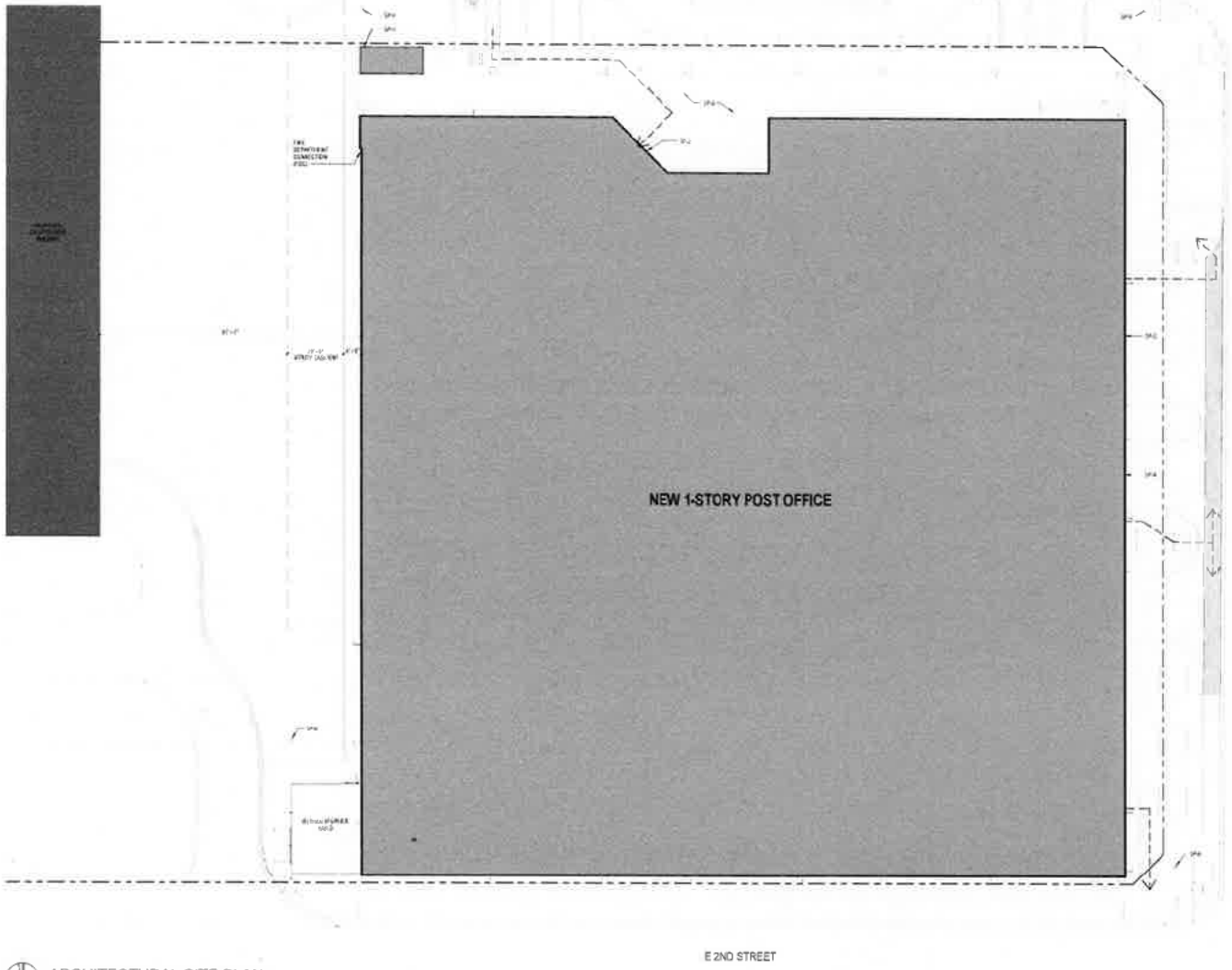
ACCEPTANCE OF AMENDMENT BETWEEN OWNER AND PARKHILL

Acceptance of this Amendment is indicated by an authorized agent of the OWNER and PARKHILL signing in the space provided below. Unless another date is specified, we will consider receipt of an executed Amendment as authorization to proceed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement in duplicate effective on the last date signed.

PARKHILL (OWNER'S REPRESENTATIVE)	ECTOR COUNTY (OWNER)
Signature: _____	Signature: _____
Name: Kyle LaFerney	Name: _____
Title: Regional Client Leader | Principal	Title: _____
	Date: _____

Enclosures
Exhibit A: Architectural Site Plan GP-050



ARCHITECTURAL SITE PLAN

GENERAL NOTES - SITE PLAN

REFERENCE KEYNOTES

LEGEND - SITE PLAN

DLR GROUP
BUTLER-COHEN

NEW ECTOR COUNTY COURTHOUSE -
USPS TI PACKAGE

FOR PERMIT

SITE PLAN

GP-050

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

DATE: December 16, 2025 COMMISSIONER PRECINCT: P-1

PROPOSED MHRC: AS BUILT, 7 RVS and a 3 Bdrm - 2 Ba Mobile Home Park

TRACT SIZE AND LOCATION: 1.0 Acre, Angel Sub, Blk 1, Lot 11
2765 N. Falomir Ave., Odessa, Texas 79764, Ector County

TOTAL NUMBER OF LOTS, PARKS OR SPACES: 8 Spaces

NAME OF NEAREST PUBLIC ROAD(S): W. University Blvd

CHECK ALL THAT APPLY:

- ■ WATER WELL
- ☐ NATURAL GAS
- ☐ OTHER
- ☐ OTHER

OWNER/APPLICANT: Juan Perez Lopez
Address: [redacted]
Telephone: [redacted]
Email: [redacted]

ENGINEER: Raul Hernandez PE
Address: 10313 Allway Drive, El Paso, TX 79925
Telephone: (915) 204-3354
Email: randrengr@gmail.com

SURVEYOR: Where on Earth, Inc
Address: 3301 County Road 7550, Lubbock, TX 79423
Telephone: (432) 524-5198
Email: woe@woemap.com



Raul Hernandez P. E.
December 16, 2025

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. 8th 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 the variance request items requested, if any.

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.

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 OSSF Inspection Department

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:

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:

Private Water Well

OSSF

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.

9. 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, please provide elevation certificate.

10. 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:

11. 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:

Taxes not delinquent

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

12. 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:
AS BUILT, 7 RVS and a 3 Bdrm - 2 Ba Mobile Home Park

(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: Attached

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: N/A ; 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: N/A .

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: Juan Perez Lopez

Title: Owner

Date: 12-16-2025

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 (12) above.

LEASE
RENTAL AGREEMENT

This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, _____shall be referred to as "OWNER" and Tenant(s)/Lessee, _____, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT solely as a private residence, the premises located at _____ in the city of _____.

1. **TERMS:** RESIDENT agrees to pay in advance $_____ per month on the _____ day of each month. This agreement shall commence on _____and continue until _____as a leasehold. Thereafter it shall become a month-to-month tenancy and tenant may move at anytime given a 30-day written notice intention to vacate premises. Failure to give 30 day notice will result in penalty equal to 1 months rent. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter. **READ & ACKNOWLEDGE**

2. **PAYMENTS:** Rent must be paid at such place or method designated by the owner as follows _____. All payments are to be made by cash, or money order only. OWNER acknowledges receipt of the First Month's rent of $_____, and a Security Deposit of $_____, for a total payment of $_____. All payments are to be made payable to _____.
READ & ACKNOWLEDGE

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within _____ days without interest, and less any set off for damages to the Premises upon the termination of this Agreement. **READ & ACKNOWLEDGE**
(a) any unpaid rent,
(b) cleaning costs,
(c) key replacement costs,
(d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and
(e) any other amount legally allowable under the terms of this agreement.
A written accounting of said charges shall be presented to RESIDENT within _____days of move-out. If deposits not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

4. **LATE CHARGE:** A late fee of $_____, (not to exceed _____of the monthly rent), shall be added and due for any payment of rent made after the _____ of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of $_____ . **READ & ACKNOWLEDGE**

5. **UTILITIES:** RESIDENT agrees to pay all utilities _____and/or services based upon occupancy of the premises except _____
_____.

6. **OCCUPANTS:** Guest(s) staying over 60 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals , AND NO OTHERS shall occupy the subject

PROPOSED

ECTOR COUNTY

AS BUILT MHRC DEVELOPMENT
TO SERVE
2765 N. FALOMIR AVENUE

1.0 ACRE TRACT LOCATED IN
ANGEL SUB BLK 1 LOT 11
ECTOR COUNTY TEXAS

JUAN PEREZ LOPEZ

SIGNATURE

12/19/2025
DATE

PREPARED BY
RAUL HERNANDEZ, P.E.
P.E. 71179 F-16459

DECEMBER 2025

STATE OF TEXAS
RAUL HERNANDEZ
71179
LICENSED
PROFESSIONAL ENGINEER

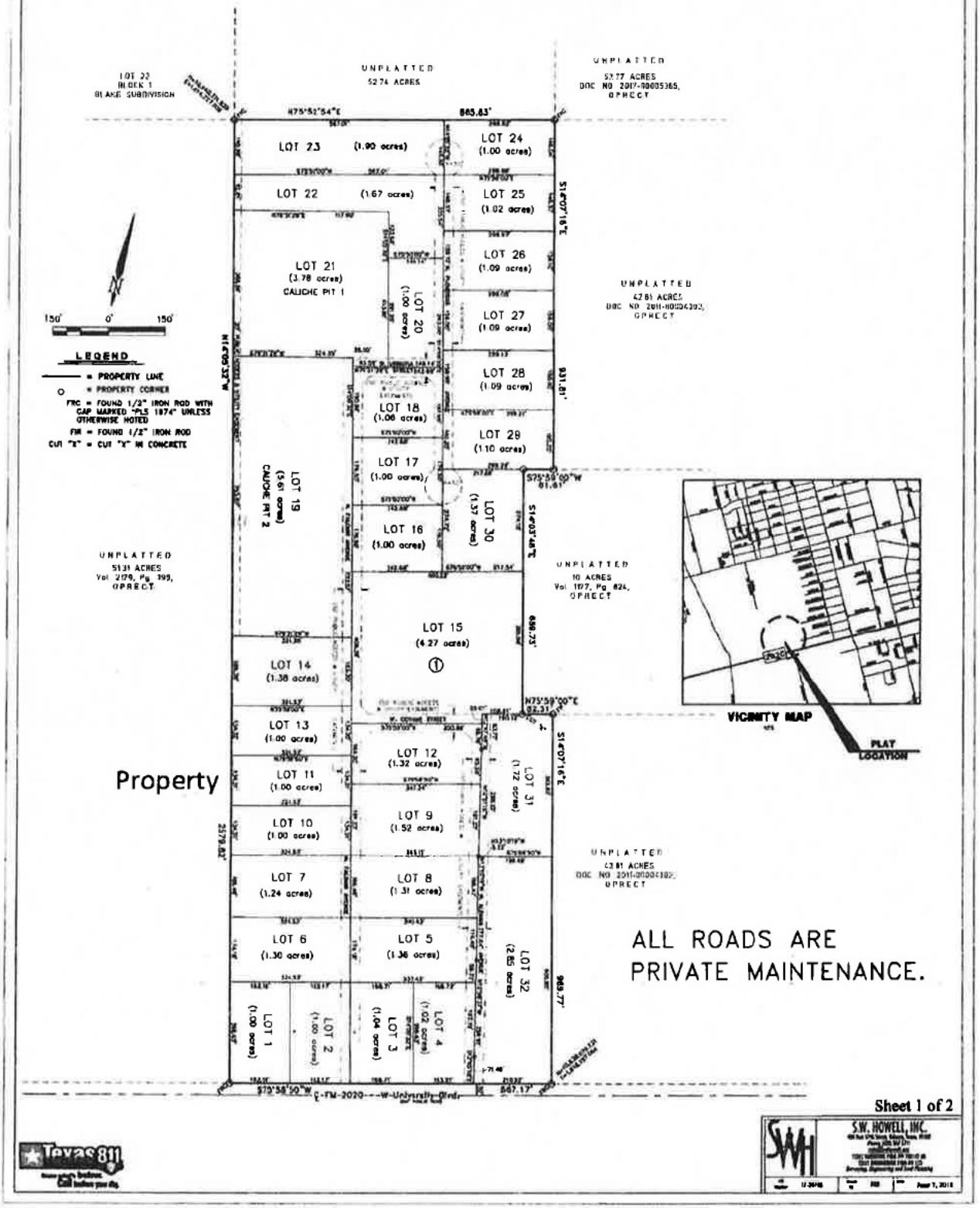
Raul Hernandez P. E.
December 16, 2024

SHEET INDEX

1. COVER SHEET
2. PLAT A, B
3. SURVEY
4. FLOOD PLAIN
5. CONTOUR MAP
6. SITE MAP
7. SITE GRADING
8. PROPOSED OSSF
9. DRAIN FIELD
10. AREA MAP
11. TAX CERTIFICATE
12. STORMWATER POLLUTON PREVENTION PLAN (SWP3)

ANGEL SUBDIVISION

BEING 50.10 ACRES OUT OF SECTION 18, BLOCK 43, T-2-S, T & P RY. CO. SURVEY, ECTOR COUNTY, TEXAS
A SUBDIVISION OF ECTOR COUNTY, TEXAS



PLAT A

No Scale

Ector County AS BUILT MHRC Development Juan Perez Lopez [redacted]	2765 N. Falomir Avenue Angel Sub Blk 1 Lot 11	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 79925 2a of 12

ANGEL SUBDIVISION

BEING 50.10 ACRES OUT OF SECTION 18, BLOCK 43, T-2-S, T & P RY. CO. SURVEY, ECTOR COUNTY, TEXAS
A SUBDIVISION OF ECTOR COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF ECTOR:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, BEING THE PRESENT OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS "ANGEL SUBDIVISION," BEING 50.10 ACRES OUT OF SECTION 18, BLOCK 43, T-2-S, T & P RY. CO. SURVEY, ECTOR COUNTY, TEXAS, A SUBDIVISION OF ECTOR COUNTY, TEXAS, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL WATER COURSES, EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

ANGEL MARQUEZ

MANUELA MARQUEZ

STATE OF TEXAS
COUNTY OF ECTOR

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON June 9 2018 BY ANGEL MARQUEZ, WITH WIFE, MANUELA MARQUEZ.

2/27/19
MY COMMISSION EXPIRES

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF ECTOR

KNOW ALL MEN BY THESE PRESENTS THAT I, SAM HOWELL II, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

DATE: 4-11-17

SAM HOWELL, II
REGISTERED PROFESSIONAL LAND SURVEYOR #4631

THIS PLAT IS HEREBY APPROVED BY THE ECTOR COUNTY COMMISSIONERS COURT ON THIS 11th DAY OF June, 2018

RON ECKERT
COUNTY JUDGE OF ECTOR COUNTY, TEXAS

FILED FOR RECORD THIS 20th DAY OF June, 2018 AT 2:09 P M.,
RECORDED THIS 20th DAY OF June, 2018 AT 2:09 P M.,
IN CABINET C, PAGE 41 C 42, PLAT RECORDS ECTOR COUNTY, TEXAS.

COUNTY CLERK OF ECTOR COUNTY, TEXAS

NOTES:

THE PROPERTY SHOWN HEREON APPEARS TO BE IN ZONE X AS INTERPRETED FROM OUR FILE COPY OF FLOOD INSURANCE RATE MAP PANEL FOR ECTOR COUNTY NO. 48135C310E DATED MARCH 19, 2012.

BEARINGS AND COORDINATES ARE RELATIVE TO STATE PLANE COORDINATE SYSTEM, NAD 1983 (2011), TEXAS CENTRAL ZONE (4203).

EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVISION AND A PURCHASER OF LAND IN THE SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING THE EXTENT TO WHICH WATER WILL BE MADE AVAILABLE TO THE SUBDIVISION - AND IF IT WILL BE AVAILABLE, HOW AND WHEN WATER WILL BE MADE AVAILABLE TO THE SUBDIVISION.

GROUNDWATER SUFFICIENCY DISCLAIMER - THE SOURCE OF THE WATER SUPPLY INTENDED FOR THIS SUBDIVISION IS GROUNDWATER UNDER THE SUBDIVISION LAND. NO GUARANTEE CAN BE MADE THAT ADEQUATE GROUNDWATER UNDER THAT LAND IS AVAILABLE FOR THIS SUBDIVISION.

THE PRIVATE ROADS ARE THE TOTAL RESPONSIBILITY OF THE PROPERTY OWNERS. ECTOR COUNTY ASSUMES NO RESPONSIBILITY FOR MAINTENANCE ON PRIVATE ROADS.

Sheet 2 of 2

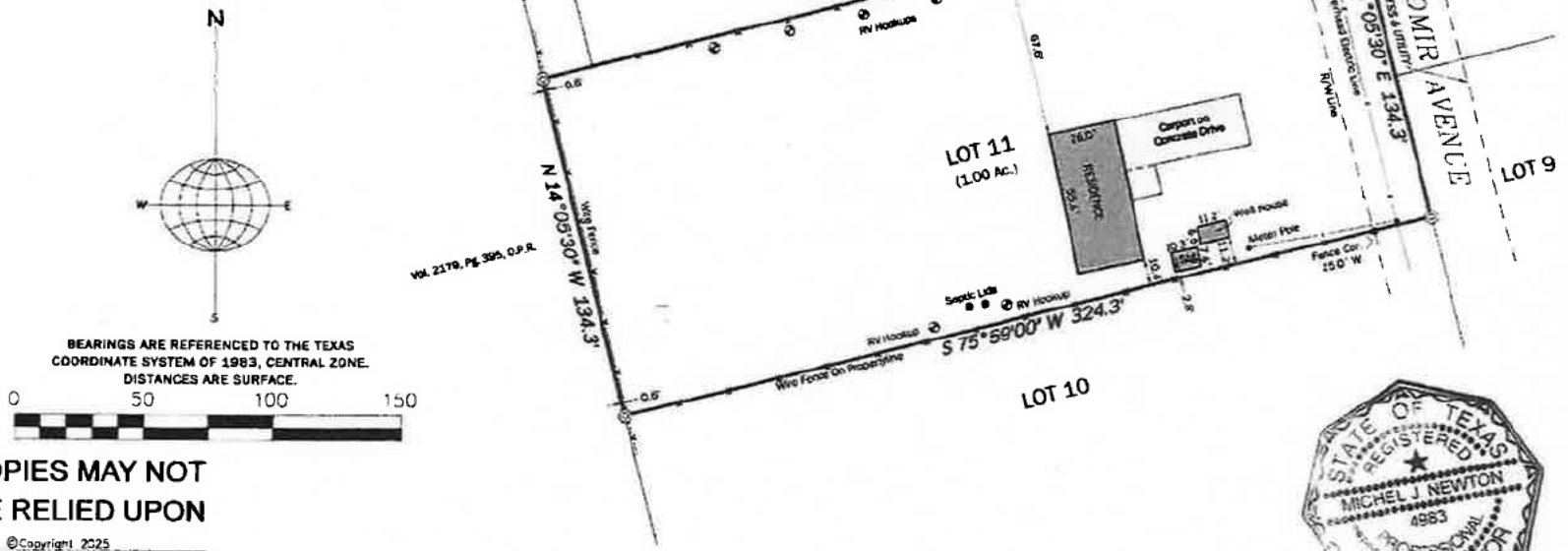
S.W. HOWELL, INC.

PLAT B
No Scale

Ector County AS BUILT MHRC Development Juan Perez Lopez [redacted]	2765 N. Falomir Avenue Angel Sub Blk 1 Lot 11	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 79925 2b of 12

SURVEY

MHRC SURVEY OF 2765 NORTH FALOMIR AVENUE
LOT 11, BLOCK 1, ANGEL SUBDIVISION
(CABINET C, PAGE 41 C & D, PLAT RECORDS)
BEING 50.10 ACRES OUT OF SECTION 18,
BLOCK 43, T-2-S, T. & P. RY. CO. SURVEY,
ECTOR COUNTY, TEXAS
DATE OF SURVEY: OCTOBER 22, 2025



BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE.
DISTANCES ARE SURFACE.

0 50 100 150

COPIES MAY NOT BE RELIED UPON

©Copyright 2025

WHERE ON EARTH, INC.
Professional Land Surveying
3301 County Road 7550
LUBBOCK, TEXAS 79423
806-368-7820
TBPLS FIRM NO. 10066200
www.woemap.com

Project No. 12090

◎ = 1/2" Iron Rod With Cap Marked "HOWELL F-100147" Found On This Survey

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT THEREFORE IT SHALL NOT BE USED FOR TITLE INSURANCE.

STATE OF TEXAS
REGISTERED
MICHEL J. NEWTON
4983
PROFESSIONAL
LAND SURVEYOR

To: Juan G. Perez Lopez

This the 23rd day of October, 2025.

Michel J. Newton

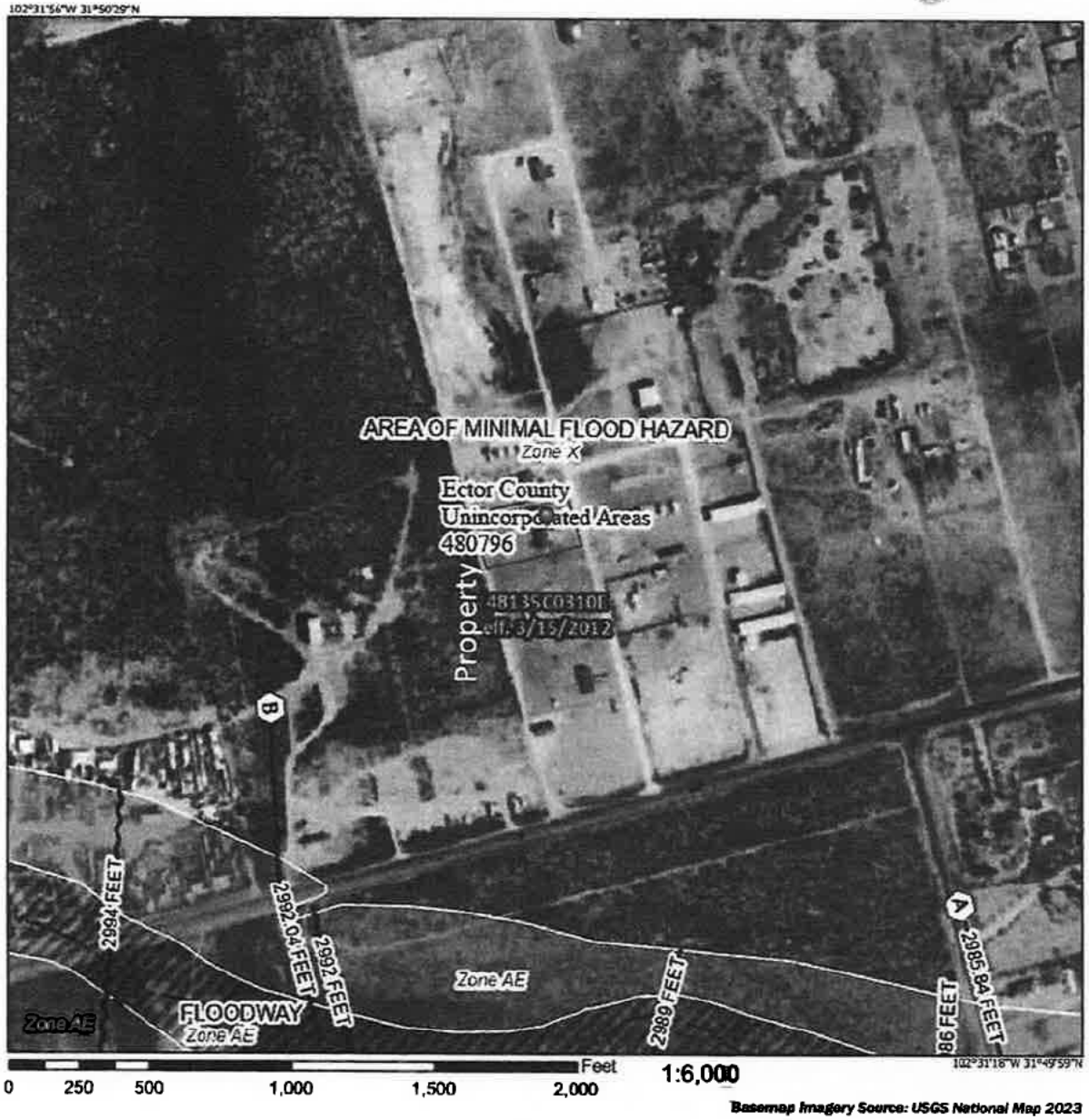
Michel J. Newton, Registered Professional Land Surveyor No. 4983

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 79925 3 of 12

2765 N. Falomir Avenue
Angel Sub Blk 1 Lot 11

Ector County AS BUILT MHRC Development
Juan Perez Lopez
[redacted]

National Flood Hazard Layer FIRMette



Basemap Imagery Source: USGS National Map 2023

FEMA

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/15/2025 at 3:50 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

FLOOD PLAIN
No Scale

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 79925

2765 N. Falomir Avenue
Angel Sub Blk 1 Lot 11

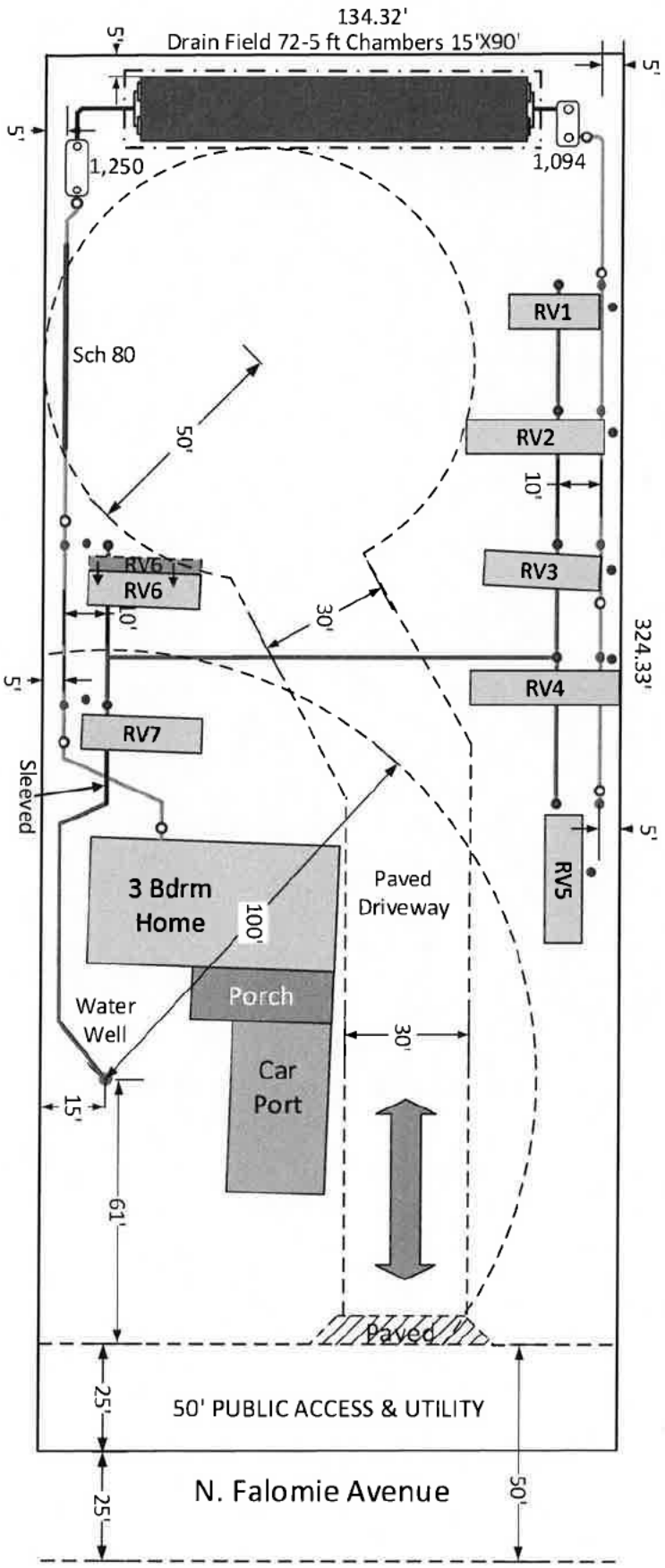
Ector County AS BUILT MHRC Development
Juan Perez Lopez





CONTOUR MAP
No Scale

Ector County AS BUILT MHRC Development Juan Perez Lopez [redacted]	2765 N. Falomir Avenue Angel Sub Blk 1 Lot 11	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 79925 5 of 12



Notes:

1. Access Drives and existing and proposed roadways shall meet or exceed the Ector County design and construction requirements for subdivisions, Exhibition B: Road Standards shall comply with TXDot Standards for driveways adjacent to State Highways. This Plan is not intended for driveway permitting purposes.
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.
3. This Plan complies the Ector County's active sewer; drainage; septic or OSSF regulations; the Ector County's floodplain management regulations and the Texas State and Federal law; and all applicable requirements.
4. This property has access to Private Well Water , following all TCEQ rules and regulations; Shall be no closer than 100 feet from any Absorption System, 50 feet from any tank, and 20 feet from any sewer pipe.

Legend

Sewer Line	4 in.Sch 40 PVC
Treated Water Line	4 in. SDR 35 PVC
Water Line	
Electric Service Pole	
No Drive Barrier Wall	
Proposed OSSF	

STATE OF TEXAS
RAUL HERNANDEZ
71179
LICENSED PROFESSIONAL ENGINEER

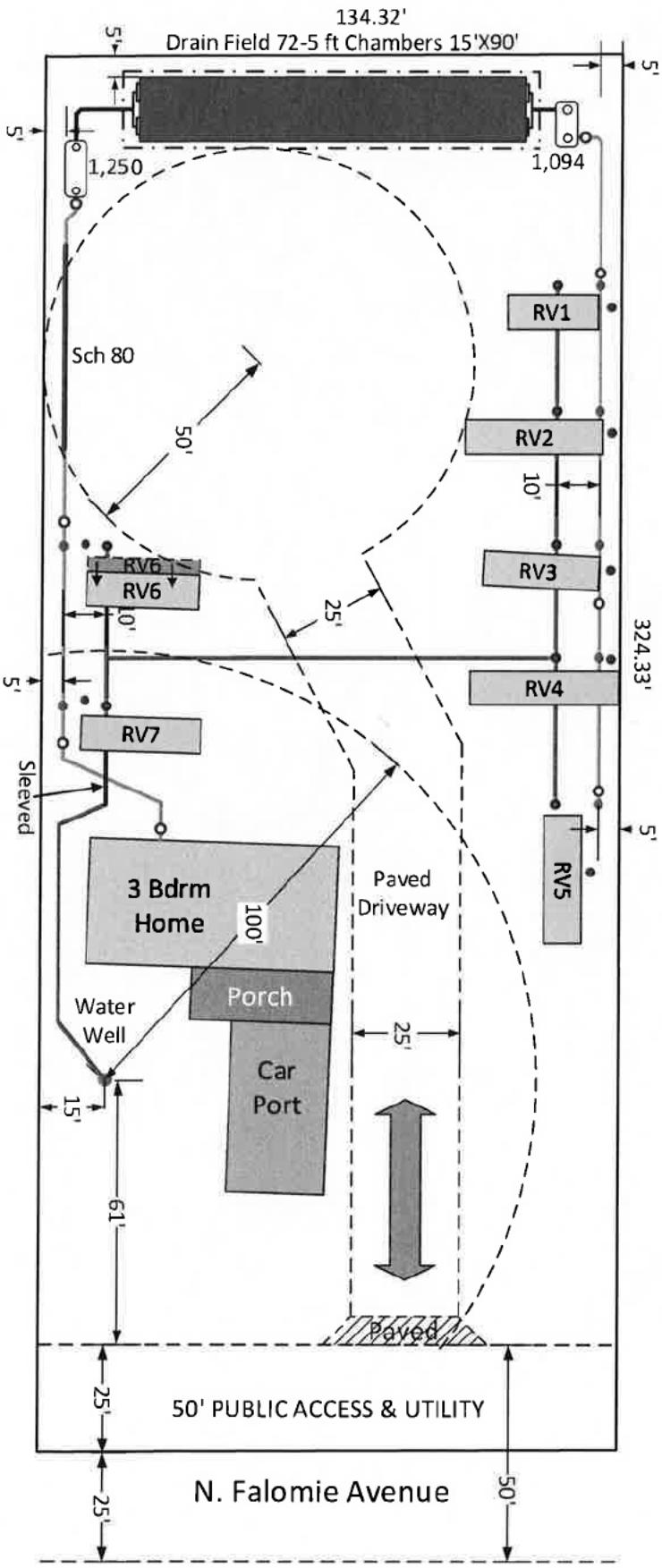
Raul Hernandez P.E.

April 29, 2026

SITE MAP

0 ft. 24 ft. 40 ft. 80 ft.

Ector County AS BUILT MHRC Development Juan Perez Lopez [redacted]	2765 N. Falomir Avenue Angel Sub Blk 1 Lot 11	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 79925 6 of 12



Notes:

1. Access Drives and existing and proposed roadways shall meet or exceed the Ector County design and construction requirements for subdivisions, Exhibition B: Road Standards shall comply with TXDot Standards for driveways adjacent to State Highways. This Plan is not intended for driveway permitting purposes.
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.
3. This Plan complies the Ector County's active sewer; drainage; septic or OSSF regulations; the Ector County's floodplain management regulations and the Texas State and Federal law; and all applicable requirements.
4. This property has access to Private Well Water, following all TCEQ rules and regulations; Shall be no closer than 100 feet from any Absorption System, 50 feet from any tank, and 20 feet from any sewer pipe.

Legend

Sewer Line	4 in.Sch 40 PVC
Treated Water Line	4 in. SDR 35 PVC
Water Line	
Electric Service Pole	
No Drive Barrier Wall	
Proposed OSSF	

STATE OF TEXAS
RAUL HERNANDEZ
71179
LICENSED PROFESSIONAL ENGINEER

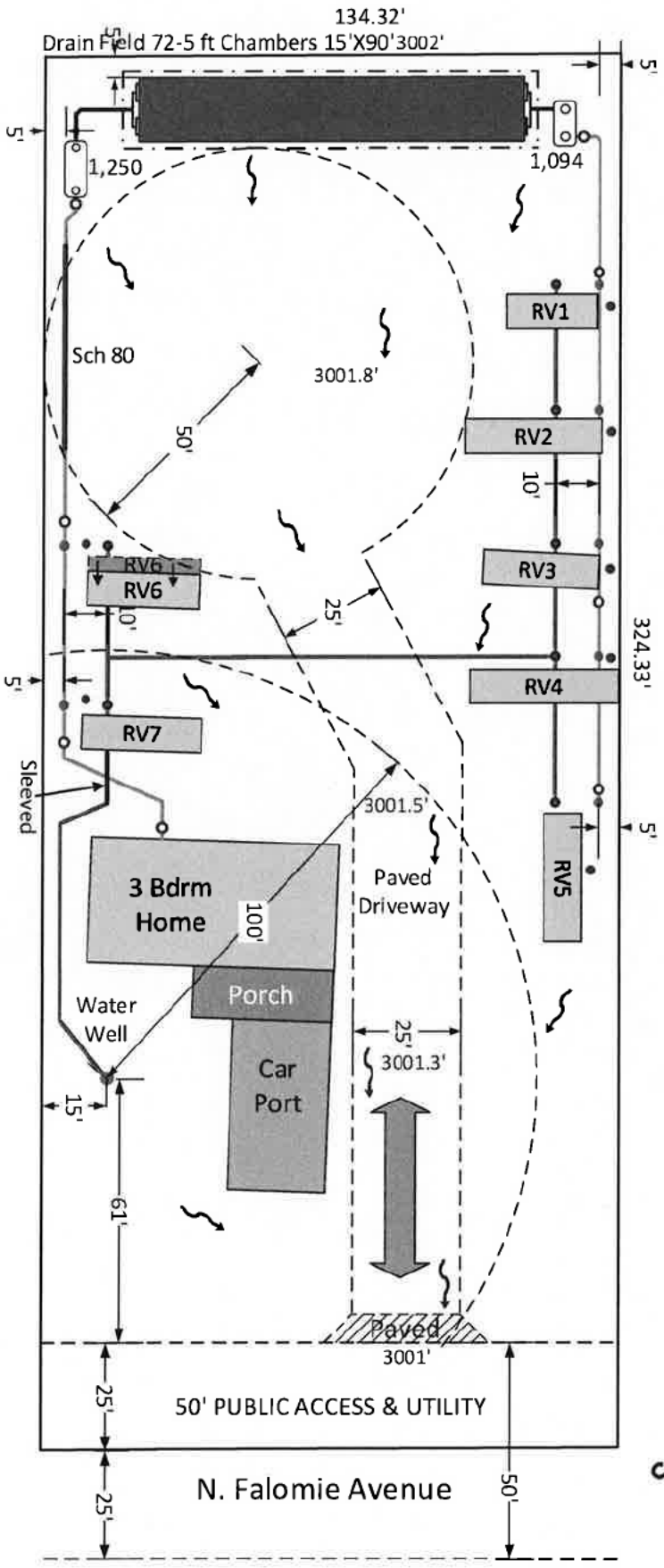
Raul Hernandez P.E.

February 06, 2026

SITE MAP

0 ft. 24 ft. 40 ft. 80 ft.

Ector County AS BUILT MHRC Development Juan Perez Lopez [redacted]	2765 N. Falomir Avenue Angel Sub Blk 1 Lot 11	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 79925



Notes:

1. Access Drives and existing and proposed roadways shall meet or exceed the Ector County design and construction requirements for subdivisions, Exhibition B: Road Standards shall comply with TXDot Standards for driveways adjacent to State Highways. This Plan is not intended for driveway permitting purposes.
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.
3. This Plan complies the Ector County's active sewer; drainage; septic or OSSF regulations; the Ector County's floodplain management regulations and the Texas State and Federal law; and all applicable requirements.
4. This property has access to Private Well Water, following all TCEQ rules and regulations; Shall be no closer than 100 feet from any Absorption System, 50 feet from any tank, and 20 feet from any sewer pipe.

Legend	
Sewer Line	4 in.Sch 40 PVC
Treated Water Line	4 in. SDR 35 PVC
Water Line	
Electric Service Pole	
No Drive Barrier Wall	
Drainage Flow	
Elevation	3002'
Proposed OSSF	

STATE OF TEXAS
RAUL HERNANDEZ
71179
LICENSED PROFESSIONAL ENGINEER

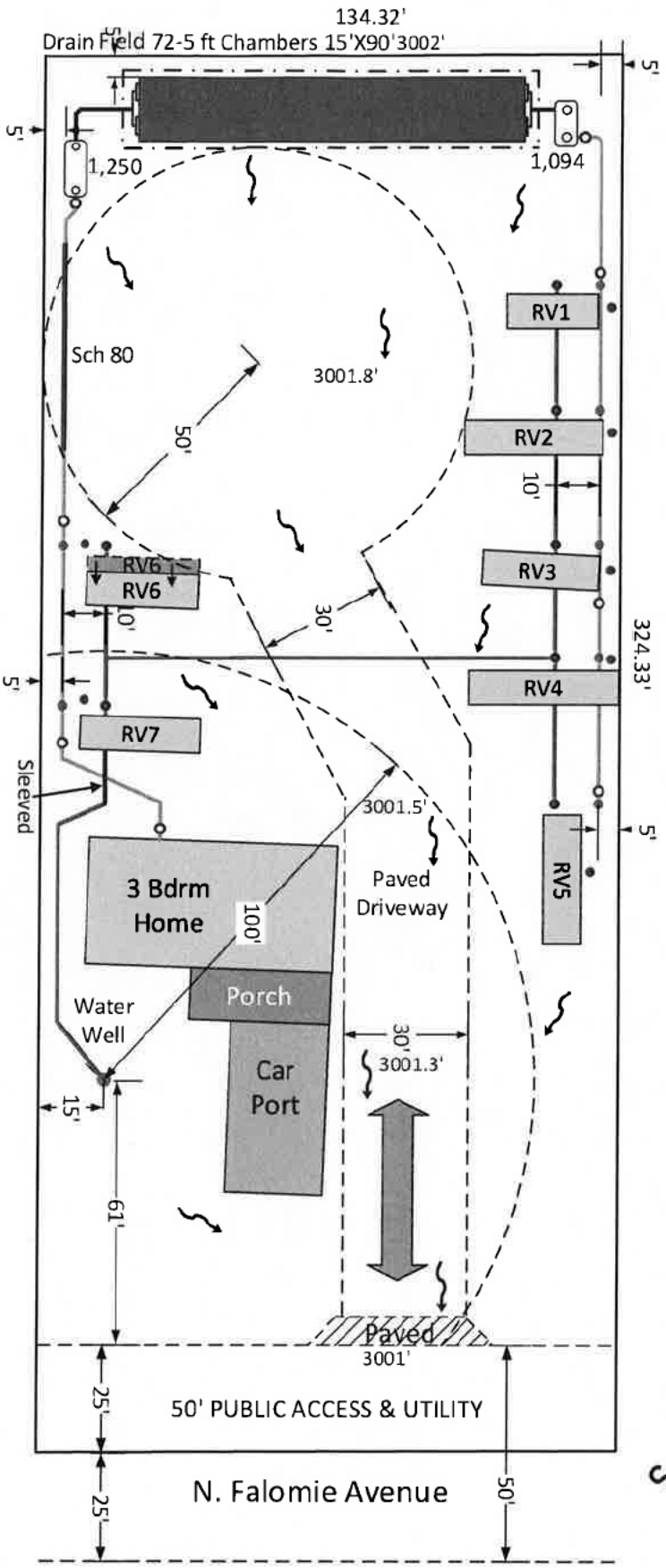
Raul Hernandez P. E.

February 06, 2026

GRADING SITE MAP

0 ft. 24 ft. 40 ft. 80 ft.

Ector County AS BUILT MHRC Development Juan Perez Lopez [redacted]	2765 N. Falomir Avenue Angel Sub Blk 1 Lot 11	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 79925 7 of 12



Notes:

1. Access Drives and existing and proposed roadways shall meet or exceed the Ector County design and construction requirements for subdivisions, Exhibition B: Road Standards shall comply with TXDot Standards for driveways adjacent to State Highways. This Plan is not intended for driveway permitting purposes.
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.
3. This Plan complies the Ector County's active sewer; drainage; septic or OSSF regulations; the Ector County's floodplain management regulations and the Texas State and Federal law; and all applicable requirements.
4. This property has access to Private Well Water, following all TCEQ rules and regulations; Shall be no closer than 100 feet from any Absorption System, 50 feet from any tank, and 20 feet from any sewer pipe.

Legend	
Sewer Line	4 in.Sch 40 PVC
Treated Water Line	4 in. SDR 35 PVC
Water Line	
Electric Service Pole	
No Drive Barrier Wall	
Drainage Flow	
Elevation	3002'
Proposed OSSF	

STATE OF TEXAS
RAUL HERNANDEZ
71179
LICENSED PROFESSIONAL ENGINEER

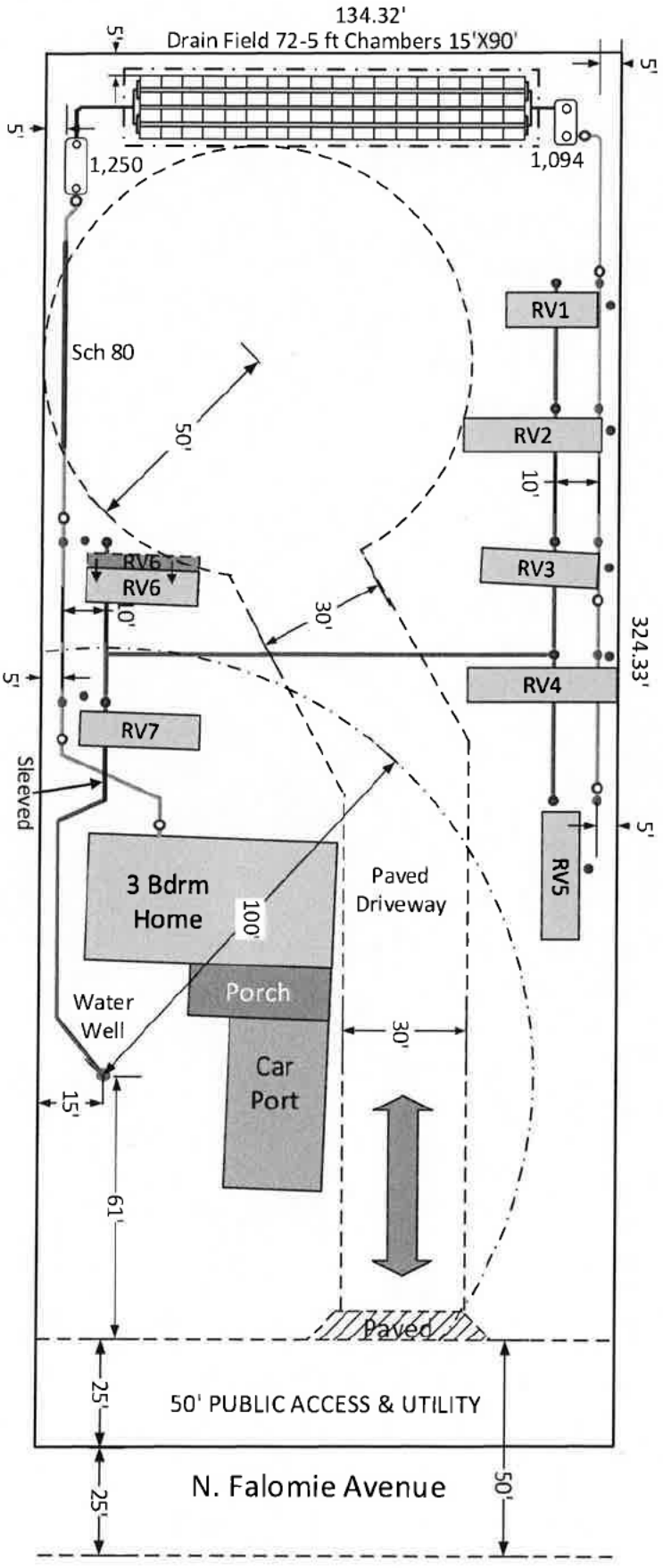
Raul Hernandez P.E.

April 29, 2026

GRADING SITE MAP

0 ft. 24 ft. 40 ft. 80 ft.

Ector County AS BUILT MHRC Development Juan Perez Lopez [redacted]	2765 N. Falomir Avenue Angel Sub Blk 1 Lot 11	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 79925 7 of 12



Design Notes

1. The proposed OSSF system shall be capable of treating waste water from a AS BUILT 7 RV Park and 1-3 Bdrm Home, without water saving devices.
2. Wastewater Usage Rate (Q) = (7X50) + 300 = 650 gal. per day max.
3. Required leaching area = Q/.25 = 2,600 sq ft, Class II Soil Fill Used.
4. Provided leaching area = 1,350 sq ft., with reduction.
5. Minimum septic tank volume = 1,625 gallons, installing 1-1,094 and 1-1,250 gallon baffled septic tanks, totaling 2,344 gallons.
6. This system is designed to treat domestic waste water only.
7. This property will have access to Private Well water.
8. Refer to Infiltrator specifications and calculations.
9. Installation of water services shall comply with all applicable TCEQ regulations.
10. Landowner to provide No Drive Barriers around System to avoid damage from vehicular traffic.
11. All Panels shall be screwed together end to end.
12. Ingress and egress to the RV park are indigated.

Sewer Line	4 in.Sch 40 PVC 4 in. Tee Riser with Screw Cap
Treated Water	4 in. SDR 35 PVC
Water Line	Sch 40 PVC ¾ in. Hose Connection
Electric Service Pole	
No Drive Retaining Fencing	
Double Sweep Cleanout	

STATE OF TEXAS
RAUL HERNANDEZ
71179
LICENSED PROFESSIONAL ENGINEER

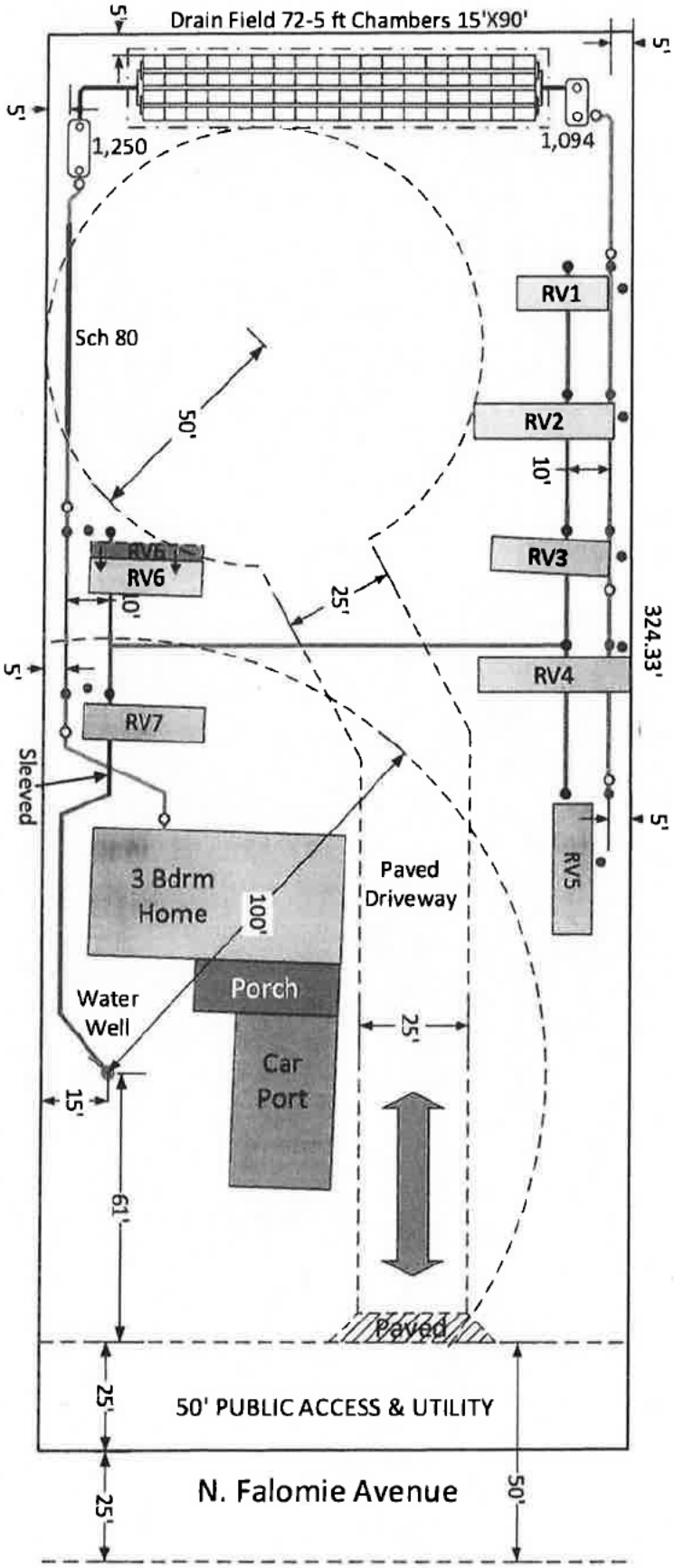
Raul Hernandez P. E.

April 29, 2026

PROPOSED OSSF

0 ft. 24 ft. 40 ft. 80 ft.

Ector County AS BUILT MHRC Development Juan Perez Lopez [redacted]	2765 N. Falomir Avenue Angel Sub Blk 1 Lot 11	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 79925 8 of 12



Design Notes

1. The proposed OSSF system shall be capable of treating waste water from a AS BUILT 7 RV Park and 1-3 Bdrm Home, without water saving devices.
2. Wastewater Usage Rate (Q) = (7X50) + 300 = 650 gal. per day max.
3. Required leaching area = Q/.25 = 2,600 sq ft, Class II Soil Fill Used.
4. Provided leaching area = 1,350 sq ft., with reduction.
5. Minimum septic tank volume = 1,625 gallons, installing 1-1,094 and 1-1,250 gallon baffled septic tanks, totaling 2,344 gallons.
6. This system is designed to treat domestic waste water only.
7. This property will have access to Private Well water.
8. Refer to Infiltrator specifications and calculations.
9. Installation of water services shall comply with all applicable TCEQ regulations.
10. Landowner to provide No Drive Barriers around System to avoid damage from vehicular traffic.
11. All Panels shall be screwed together end to end.
12. Ingress and egress to the RV park are indigated.

Sewer Line	4 in.Sch 40 PVC 4 in. Tee Riser with Screw Cap
Treated Water	4 in. SDR 35 PVC
Water Line	Sch 40 PVC ¾ in. Hose Connection
Electric Service Pole	
No Drive Retaining Fencing	
Double Sweep Cleanout	

STATE OF TEXAS
RAUL HERNANDEZ
71179
LICENSED PROFESSIONAL ENGINEER

Raul Hernandez P. E.

December 15, 2025

PROPOSED OSSF

0 ft. 24 ft. 40 ft. 80 ft

Ector County AS BUILT MHRC Development Juan Perez Lopez [redacted]	2765 N. Falomir Avenue Angel Sub Blk 1 Lot 11	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 79925

/ RVs and 1, 3 Bdrm-2 Ba Home
Without water saving devices

In a Bed System
Q = (7X50) + 300 = 650 gpd

4 Rows
4 ft center to center
W = 15 ft

Ra = .25, Class II Soil
A = 650/.25 =2,600 sq ft

L = .6A-2W/(W+2)
L = .6(2,600)-2(15)/(15+2)
L = 90 ft

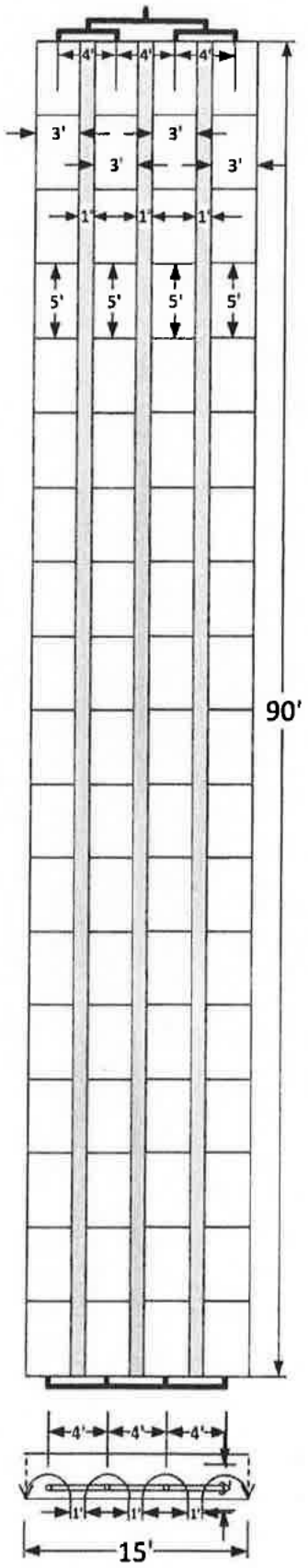
Number of Panels/Row
90/5 = 18 panels/row

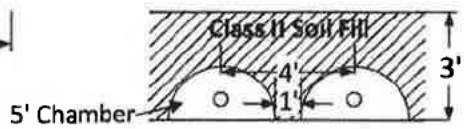
Total Panels
18 panels/row X 4 rows
= 72 panels

For 5 RVs, Q = (5X50) = 250 gpd
Minimum Tank Volumn
V = 750 Gallons
Installing a 1,094 Gallon Septic Tank

For 2 RVs and 1, 3 Bdrm Home
Q = (2X50) + 300 = 400 gpd
Minimum Tank Volume
V = 1,250 Gallons
Installing a 1,250 Gallon Septic Tank

Using 4 rows, 18 panels per row
In a bed system,
15 ft wide,
90 ft long,
3 ft deep





Septic Bedding Details

STATE OF TEXAS
RAUL HERNANDEZ
71179
LICENSED PROFESSIONAL ENGINEER

Raul Hernandez P. E.
December 15, 2025

DRAIN FIELD
No Scale

Ector County AS BUILT MHRC Development Juan Perez Lopez [redacted]	2765 N. Falomir Avenue Angel Sub Blk 1 Lot 11	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 79925 9 of 12



AREA MAP
No Scale

Ector County AS BUILT MHRC Development Juan Perez Lopez [redacted]	2765 N. Falomir Avenue Angel Sub Blk 1 Lot 11	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 79925 10 of 12

ECTOR COUNTY APPRAISAL DISTRICT

Layne Young, RPA, Tax Assessor/Collector
1301 E. 8th Street
Odessa, TX 79761-4726
(432) 332-6834 phone
info@ectorcad.org - email
www.ectorcad.org - website

Jurisdiction Code	Jurisdiction Name
COU	ECTOR COUNTY
ECISD	ECTOR COUNTY I S D
HOS-	ECTOR CO HOSPITAL DIST
OC	ODESSA COLLEGE

TAX CERTIFICATE

Account No. [redacted]0
Property Owner
LOPEZ JU[redacted]ARTHA
[redacted]
OL[redacted]

Property Description
ANGEL SUB
BLOCK 1
LOT 11

Certificate No. 1990861-12

Last Certified Property Value
Land: 43,124
Structures: -43,124
Total: 0

Exemptions Granted:

Property Location: 2765 N FALOMIR AVE

Years Due	Jurisdiction Codes	Tax Amount Due	Penalty & Interest	Attorney Fee Due	Amount Due
2025		771.10	0.00	0.00	771.10
2024		0.00	0.00	0.00	0.00
2023		0.00	0.00	0.00	0.00
2022		0.00	0.00	0.00	0.00
2021		0.00	0.00	0.00	0.00
2020		0.00	0.00	0.00	0.00
2019		0.00	0.00	0.00	0.00
2018		0.00	0.00	0.00	0.00
				Total Amount Due	771.10
				If paid before:	01/01/2025

ECTOR COUNTY APPRAISAL DISTRICT TEXAS

SIGNATURE OF AUTHORIZED OFFICER OF COLLECTIONS

12/15/2025
DATE

Issued To: RAUL HERNANDEZ P.E. SOLE PROPRIETOR

ECADPROD EMONTOYA

TAX CERTIFICATE

Ector County AS BUILT MHRC Development Juan Perez Lopez 2765 N. Falomir Avenue Odessa, Texas 79763	2765 N. Falomir Avenue Angel Sub Blk 1 Lot 11	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 79925

STORMWATER POLLUTION PREVENTION PLAN (SWP3):

This SWP3 has been developed in accordance with the TPDES Construction General Permit TXR150000 (CGP). This SWP3 is consistent with requirements specified in applicable stormwater plans and the projects environmental permits, issues, and commitments (EPICs).

1. SITE/PROJECT DESCRIPTION

Establish MHRC. May include OSSF install (septic line and tank install), install water lines, install power lines, grading, install RV/MH pads, paving(including subbase).

2. PROJECT LIMITS:

From: 2765 N Falomir, Odessa, Texas 79763

To: 2765 N Falomir, Odessa, Texas 79763

3. PROJECT COORDINATES:

BEGIN: (Lat) 31° 50' 14.46" N ,(Long) -102° 31' 39.51" W

END: (Lat) 31° 50' 13.97" N ,(Long) -102° 31' 35.91" W

4. TOTAL PROJECT AREA (Acres): 1

5. TOTAL AREA TO BE DISTURBED (Acres): .9

6. NATURE OF CONSTRUCTION ACTIVITY:

Install OSSF, underground water/power lines, grading, install asphalt driveway, Install RV pads.

7. MAJOR SOIL TYPES:

Soil Type	Description
RFA	Ratliff assoc., 100.0%

8. CONSTRUCTION ACTIVITIES:

(Use the following list as a starting point when developing the Construction Activity Schedule and Ceasing Record

- ☐ Install sediment and erosion controls
- ☐ Remove existing pavement
- ☑ Grading operations, excavation, and embankment
- ☑ Install proposed pavement per plans
- ☐ Install culverts, culvert extensions, SETs
- ☐ Revegetation of unpaved areas
- ☐ Achieve site stabilization and remove sediment and erosion control measures
- ☐ Other: _____

9. POTENTIAL POLLUTANTS AND SOURCES:

- ☑ Sediment laden stormwater from stormwater conveyance over disturbed area
- ☐ Fuels, oils, and lubricants from construction vehicles, equipment, and storage
- ☐ Solvents, paints, adhesives, etc. from various construction activities
- ☐ Transported soils from offsite vehicle tracking
- ☑ Construction debris and waste from various construction activities
- ☑ Trash from various construction activities/receptacles
- ☐ Discharges from concrete washout activities, runoff from concrete cutting activities, and other concrete related activities.
- ☐ Other: _____
- ☐ Other: _____

10. RECEIVING WATERS:

Receiving waters must be depicted on the Environmental Layout Sheets in Attachment 1.2 of this SWP3. Include Segment # for receiving waters.

Tributaries	Classified Waterbody
N/A	

* Add (*) for impaired waterbodies with pollutant in ().

11. BEST MANAGEMENT PRACTICES (BMPs) AND CONTROLS, INSPECTION, AND MAINTENANCE

The Contractor shall be the responsible party for implementing the BMPs described herein and for complying with the SWP3 for control of erosion and sedimentation during day-to-day operations. The Contractor shall implement changes to this SWP3 within the times specified in this SWP3 or the CGP.

12. EROSION CONTROL AND SOIL STABILIZATION BMPs:

T / P

- ☑ ☐ Protection of Existing Vegetation
- ☐ ☐ Soil Retention Blankets
- ☐ ☐ Mulching/ Hydromulching
- ☐ ☐ Soil Surface Treatments
- ☐ ☐ Permanent Planting, Sodding or Seeding
- ☐ ☐ Biodegradable Erosion Control Logs
- ☐ ☐ Rock Filter Dams/ Rock Check Dams
- ☐ ☐ Vertical Tracking
- ☐ ☐ Embankment for Erosion Control
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____

13. SEDIMENT CONTROL BMPs:

T / P

- ☐ ☐ Biodegradable Erosion Control Logs
- ☐ ☐ Dewatering Controls
- ☐ ☐ Inlet Protection
- ☐ ☐ Sandbag Berms
- ☐ ☐ Sediment Control Fence
- ☑ ☐ Stabilized Construction Exit
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____

14. OFFSITE VEHICLE TRACKING CONTROLS:

- ☑ Excess dirt/mud on road removed daily
- ☐ Haul roads dampened for dust control
- ☐ Loaded haul trucks to be covered with tarpaulin
- ☑ Stabilized construction exit
- ☑ Daily street sweeping
- ☐ Other: _____
- ☐ Other: _____

15. POLLUTION PREVENTION MEASURES:

- ☐ Chemical Management
- ☐ Concrete and Materials Waste Management
- ☑ Debris and Trash Management
- ☑ Dust Control
- ☐ Sanitary Facilities
- ☐ Other: _____
- ☐ Other: _____

16. ALLOWABLE NON-STORMWATER DISCHARGES:

- ☒ Fire hydrant flushings
- ☒ Irrigation drainage
- ☒ Pavement washwater (where spills or leaks have not occurred, and detergents are not used)
- ☒ Potable water sources
- ☒ Springs
- ☒ Uncontaminated groundwater
- ☒ Water used to wash vehicles or control dust
- ☒ Other allowable non-stormwater discharges as allowed by TPDES GP TXR150000.

17. ROLES AND RESPONSIBILITIES: CONTRACTOR

- ☒ Day To Day Operational Control
- ☒ Submit Notice of Intent (NOI) to TCEQ (≥5 acres)
- ☒ Post Construction Site Notice
- ☒ Submit NOI/CSN to local MS4
- ☒ Maintain schedule of major construction activities
- ☒ Install, maintain and modify BMPs
- ☒ Complete and submit Notice of Termination to TCEQ
- ☒ Maintain SWP3 records for 3 years
- ☐ Other: _____

18. DEWATERING:

Dewatering discharges of accumulated stormwater, groundwater, and surface water including discharges from dewatering of trenches, excavations, foundations, vaults, and other points of accumulation are prohibited unless managed by appropriate controls to prevent and minimize the offsite discharge of sediment and other pollutants.

19. INSPECTIONS:

All disturbed areas and erosion and sediment control devices shall be inspected at least once every seven (7) days. When dewatering activities are present, a daily inspection will beconducted once per day during those activities and documented in accordance with CGP and TxDOT requirements.

2.10 MAINTENANCE:

Control measures shall be properly installed according to specifications. If it is determined that a BMP or control measure is not operating effectively, maintenance must be accomplished as soon as possible and before the next anticipated rain event, but in no case later than 7 calendar days after being able to access the site. Maintenance shall be performed by the Contractor.

20. LOCAL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) OPERATOR COORDINATION:

MS4 Entity
City of Odessa

RANDR Engineering
Texas Registered Engineering Firm F-16459
10313 Alway Drive
El Paso, Texas 79925
PH 915-204-3354 Fax 915-703-7233
randrengr@gmail.com

Manufactured Home Rental Community

Juan Perez Lopez
2765 N. Falomir Avenue
Odessa, Texas 79763

2765 N. Falomir Avenue
Lot 11, Blk 1
Angel Subdivision

STORMWATER POLLUTION PREVENTION PLAN (SWP3)

Sheet 1 of 1

STATE OF TEXAS
RAUL HERNANDEZ
71179
LICENSED
PROFESSIONAL ENGINEER

Raul Hernandez, P.E.

December 15, 2025

Personal Service, Today and Tomorrow

ENVIRONMENTAL · CIVIL ENGINEERING · LAND SURVEYING
ENG. FIRM# 001363 · SURV. FIRM# 10034300
521 NORTH TEXAS · ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 · FAX (432) 332-8812

June 1, 2026

Mr. Jonathan Escudero, D.R.
MHRC/Gameroom Investigator
Ector County Planning & Development
1010 E. 8th Street, Room 114
Odessa, TX 79761

RE: MHRC Infrastructure Development Plan Review
2765 N. Falomir Ave., Odessa, Texas (Lopez) – 2nd Review
LCA Project 2005-031.44

Dear Mr. Escudero:

Per your request, LCA has reviewed the Manufactured Home Rental Community (MHRC) Infrastructure Site Layout and Site Grading Plan for the above-referenced property for compliance with the civil engineering requirements of the regulations defined in the *Subdivision and Manufactured Home Rental Community Regulations for Ector County, Texas* effective December 28, 2022. Based on this review, LCA, the Engineer of Record, feels that the MHRC plan *does* meet the requirements of the regulations, with the following conditions:

Condition for Approval:

- The site must drain to Public Conveyance and NOT contribute to adjacent property flooding.
- Parking restrictions are to be set along the access road to ensure they remain unobstructed for emergency service vehicles.

Final review and approval of the MHRC application, plan, and utility infrastructure improvements (OSSF and potable water accessibility) are reviewed and approved by the Ector County Development Services through the permitting process. LCA's recommendations are based on standard engineering practices to ensure safety standards and code compliance. Ector County Commissioners Court holds final authority and may overrule these suggestions at their discretion.

Sincerely,
LCA, Inc.

Marisela Campos, EIT, CFM

SEER LAND SURVEYING

PO BOX 50193, MIDLAND, TX 79710 | 432.226.7337 | info@seer-grp.com | www.seer-grp.com

JULY 30, 2025

ECTOR COUNTY TEXAS MHRC DEVELOPMENT:

REVIEWING THE EXISTING WHISPERING PINES RV PARK

LOCATED AT 2861 NORTH STAR AVENUE, ODESSA, TEXAS

1.57 ACRES BEING ALL OF LOTS 43-48, BLOCK 3, WESTERN SKIES ADDITION
AS FILED IN VOLUME 7, ON PAGE 48
PLAT RECORDS OF ECTOR COUNTY, TEXAS

OWNER: ELOUTERIO & JANILEAH BERSOSA

PREPARED BY: PALADIN R. HUCKABA, RPLS (TX-7027)



SHEET INDEX

1 | COVER SHEET
2 | SUBDIVISION PLAT
3 | SURVEY WITH IMPROVEMENTS
4 | FEMA FIRMETTE
5 | TOPOGRAPHIC SURVEY
6 | PUBLIC UTILITIES (ECUD) MAP
7 | EXISTING ONSITE SEPTIC FACILITIES EXHIBIT

STATE OF TEXAS
REGISTERED
PALADIN R. HUCKABA
7027
PROFESSIONAL
LAND SURVEYOR

JULY 30, 2025

APPENDED: ORIGINAL SEPTIC PERMIT(s), TAX CERTIFICATE, AERIAL PHOTOS, MHRC APPLICATION

Agenda item #17

WESTERN SKIES ADDITION

7-48

A SUBDIVISION OF 142.57 ACRES OF LAND LOCATED IN SECTION 15, BLOCK 43, T-2-S, T&P RAILROAD COMPANY SURVEY, ECTOR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF ECTOR

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, THE UNDERSIGNED, BEING THE PRESENT OWNERS OF LOTS 1 THROUGH 16, INCLUSIVE, BLOCK 1; LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 3; LOTS 11 THROUGH 18, INCLUSIVE, BLOCK 3; LOTS 37 THROUGH 48, INCLUSIVE, BLOCK 3; LOTS 12 THROUGH 16, INCLUSIVE, BLOCK 18; THE WEST ONE-HALF OF BLOCK 9; THE WEST ONE-HALF OF BLOCK 21; AND ALL OF BLOCKS 4, 5, 9, 17, 19 AND 20, AND BEING A 69.78 ACRE TRACT OF LAND SITUATED IN SECTION 15, BLOCK 43, T-2-S, T&P RY CO SURVEY, ECTOR COUNTY, TEXAS, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS AND ALLEYS ACCORDING TO THE PLAT HEREON AND DO HEREBY DESIGNATE SUCH SUBDIVISION AS "WESTERN SKIES ADDITION" AS SHOWN HEREON AND DEDICATE THE STREETS AND ALLEYS TO THE PUBLIC FOR THEIR USE; BUT IN THE EVENT SAID STREETS AND ALLEYS SHALL CEASE TO BE USED AS SUCH, THE TITLE THERETO SHALL REVERT TO US, OUR HEIRS AND ASSIGNS, AND DO FURTHER GRANT TO MINERAL LESSEES THE USE OF THE STREETS AND ALLEYS AS HEREIN DEDICATED FOR RIGHTS OF INGRESS AND EGRESS FOR LAYING PIPELINES, TELEPHONE AND TELEGRAPH LINES THEREIN.

WITNESS OUR HANDS AT ODESSA, TEXAS, THIS 25 DAY OF January 1959

GREEN & McCULLOCH, INC.

BY W. C. McCulloch PRESIDENT
Frank Green SECRETARY

STATE OF TEXAS
COUNTY OF ECTOR

BEFORE ME, THE UNDERSIGNED AUTHORITY,

A NOTARY PUBLIC IN AND FOR THE COUNTY OF ECTOR AND STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED W.C. McCULLOCH AND FRANK GREEN KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID "GREEN & McCULLOCH, INC.", AND THAT THEY EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 25 DAY OF January 1959

Vita Watson
NOTARY PUBLIC IN AND FOR ECTOR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF ECTOR

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOSEPH M. O'CONNER, BEING THE PRESENT OWNER OF LOTS 6 THROUGH 10, INCLUSIVE, BLOCK 3; LOTS 19 THROUGH 36, INCLUSIVE, BLOCK 3; LOTS 1 THROUGH 16, INCLUSIVE, BLOCK 4; ALL OF BLOCK 7; AND LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 18; AND BEING A 28.76 ACRE TRACT OF LAND SITUATED IN SECTION 15, BLOCK 43, T-2-S, T & P RY CO SURVEY, ECTOR COUNTY, TEXAS, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND ALLEYS ACCORDING TO THE PLAT HEREON AND DO HEREBY DESIGNATE SUCH SUBDIVISION AS "WESTERN SKIES ADDITION" AS SHOWN HEREON AND DEDICATE THE STREETS AND ALLEYS TO THE PUBLIC FOR THEIR USE; BUT IN THE EVENT SAID STREETS AND ALLEYS SHALL CEASE TO BE USED AS SUCH THE TITLE THERETO SHALL REVERT TO ME, MY HEIRS AND ASSIGNS, AND DO FURTHER GRANT MINERAL LESSEES THE USE OF THE STREETS AND ALLEYS AS HEREIN DEDICATED FOR RIGHTS OF INGRESS AND EGRESS FOR LAYING PIPELINES, TELEPHONE AND TELEGRAPH LINES THEREIN.

WITNESS MY HAND AT ODESSA, TEXAS, THIS 17 DAY OF March 1959

Joseph M. O'Conner
JOSEPH M. O'CONNER

STATE OF TEXAS
COUNTY OF ECTOR

BEFORE ME, THE UNDERSIGNED AUTHORITY,

A NOTARY PUBLIC IN AND FOR THE COUNTY OF ECTOR AND STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JOSEPH M. O'CONNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 17 DAY OF March 1959

Gerald K. Frost
NOTARY PUBLIC IN AND FOR ECTOR COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF ECTOR

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JACK NOLAN, BEING THE PRESENT OWNER OF THE EAST ONE-HALF OF BLOCK 9; THE EAST ONE-HALF OF BLOCK 21; AND ALL OF BLOCKS 2, 10, 15, 16 AND 22, AND BEING A 43.83 ACRE TRACT OF LAND SITUATED IN SECTION 15, BLOCK 43, T-2-S, T & P RY CO SURVEY, ECTOR COUNTY, TEXAS, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS AND ALLEYS ACCORDING TO THE PLAT HEREON AND DO HEREBY DESIGNATE SUCH SUBDIVISION AS "WESTERN SKIES ADDITION" AS SHOWN HEREON AND DEDICATE THE STREETS AND ALLEYS TO THE PUBLIC FOR THEIR USE; BUT IN THE EVENT SAID STREETS AND ALLEYS SHALL CEASE TO BE USED AS SUCH THE TITLE THERETO SHALL REVERT TO ME, MY HEIRS AND ASSIGNS; AND DO FURTHER GRANT MINERAL LESSEES THE USE OF THE STREETS AND ALLEYS AS HEREIN DEDICATED FOR RIGHTS OF INGRESS AND EGRESS FOR LAYING PIPELINES, TELEPHONE AND TELEGRAPH LINES THEREIN.

WITNESS MY HAND AT ODESSA, TEXAS, THIS 25 DAY OF February 1959

Jack Nolan
JACK NOLAN

STATE OF TEXAS
COUNTY OF ECTOR

BEFORE ME, THE UNDERSIGNED AUTHORITY,

A NOTARY PUBLIC IN AND FOR THE COUNTY OF ECTOR AND STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JACK NOLAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 25 DAY OF February 1959

Vita Watson
NOTARY PUBLIC IN AND FOR ECTOR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF ECTOR

I, WILBUR L. ASH, REGISTERED PUBLIC SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT OF "WESTERN SKIES ADDITION" REPRESENTS A SURVEY MADE BY ME ON THE GROUND IN FEBRUARY, 1959.

Wilbur L. Ash
WILBUR L. ASH, REGISTERED PUBLIC SURVEYOR

THIS PLAT OF "WESTERN SKIES ADDITION" IS HEREBY APPROVED

APPROVED Vivian Parks DATE: April 17 1959
CHAIRMAN, ECTOR COUNTY PLANNING BOARD

FILED FOR RECORD THIS 17 DAY OF March 1959, AT 10:00 IN VOL. 7
PAGE 48 RECORDED THIS 17 DAY OF March 1959, AT 4:00 P.M.

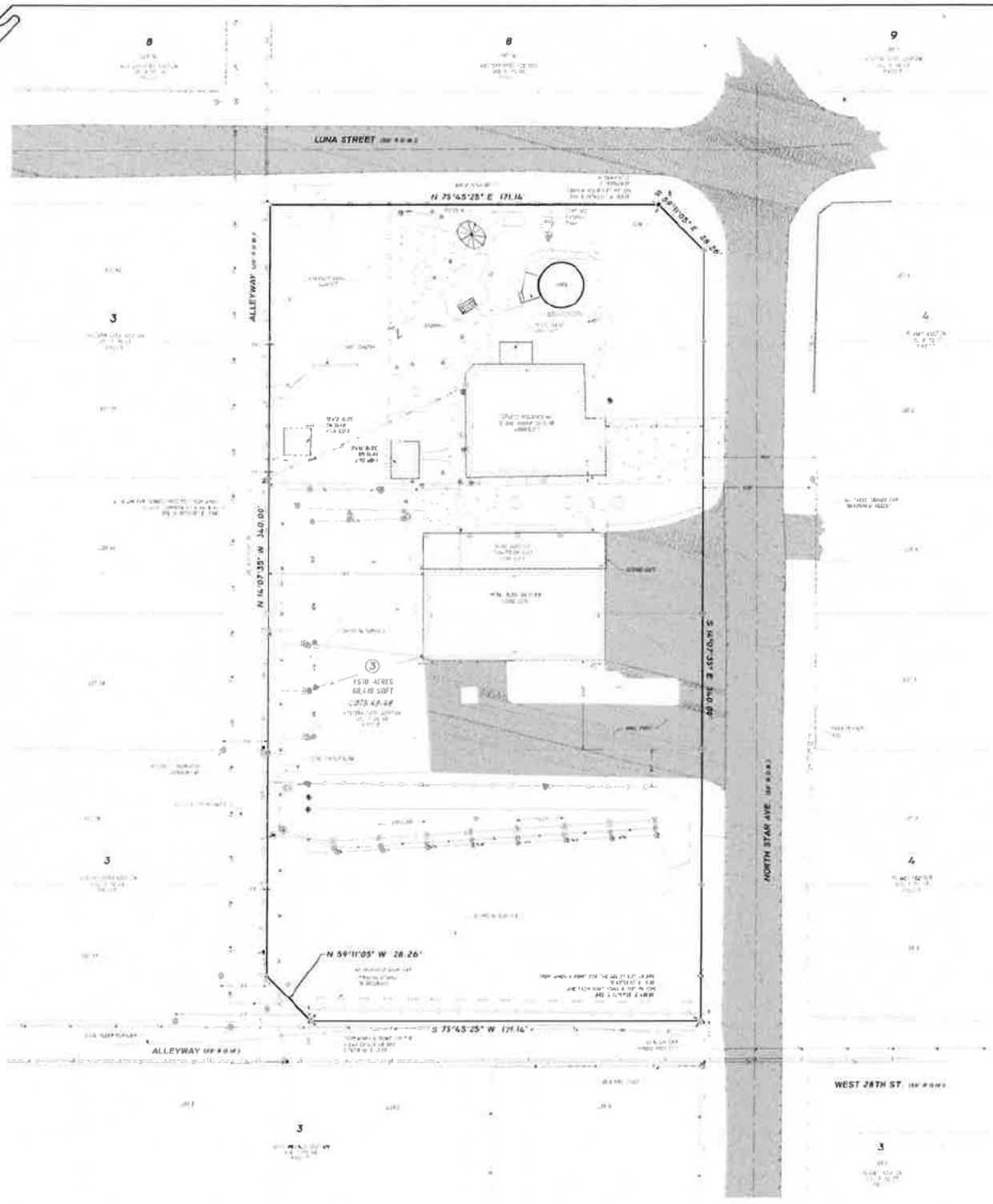
Iona Smith
IONA SMITH, COUNTY CLERK, ECTOR COUNTY, TEXAS

CURVE DATA

CURVE NO.	Δ	D	T	L	R
1	90°00'00"	57°18'	50.00	78.54	100.00
2	90°00'00"	57°18'	50.00	78.54	100.00
3	90°00'00"	57°18'	50.00	78.54	100.00
4	90°00'00"	57°18'	50.00	78.54	100.00
5	90°00'00"	57°18'	50.00	78.54	100.00
6	90°00'00"	57°18'	50.00	78.54	100.00
7	90°00'00"	57°18'	50.00	78.54	100.00
8	90°00'00"	57°18'	50.00	78.54	100.00

LEGEND

- ● SET CONCRETE MONUMENT
- ○ FOUND CONCRETE MONUMENT
- ⊙ P.O. ON PI OF CURVE
- STREET NAME
- ALLEY ENTRANCE



WHISPERING PINES RV PARK

FOR ELOUTERIO & JANILEAH BERSOSA

SURVEY WITH IMPROVEMENTS OF:

LOTS 4,5,6,7, BLOCK 3, MCLEOD PARK ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME A, PAGE 58, PLAT RECORDS, LUBBOCK COUNTY, TEXAS

PROJ:	2025_068	REV:	17 JUN 2025
FIELD:	17 JUN 2025	REV:	0
DRAFT:	LT	SCALE:	1:20
APPR:	PSH	DATE:	17 JUN 2025

STATE OF TEXAS — PAUL S. HUGHES — 6461 — REGISTERED PROFESSIONAL LAND SURVEYOR

SEER LAND SURVEYING

National Flood Hazard Layer FIRMette

FEMA



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

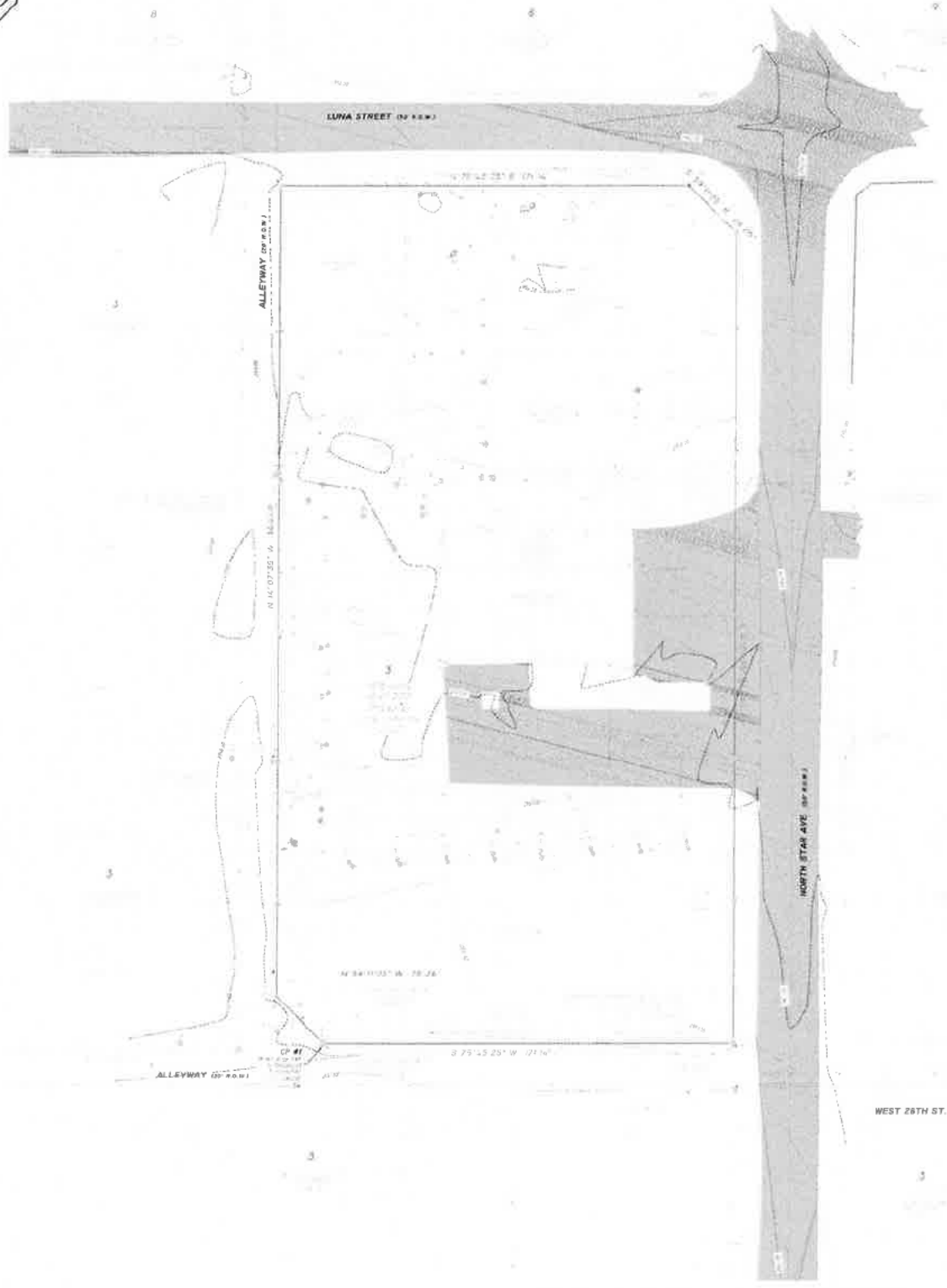
N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/19/2025 at 7:35 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



LEGEND

WHISPERING PINES RV PARK

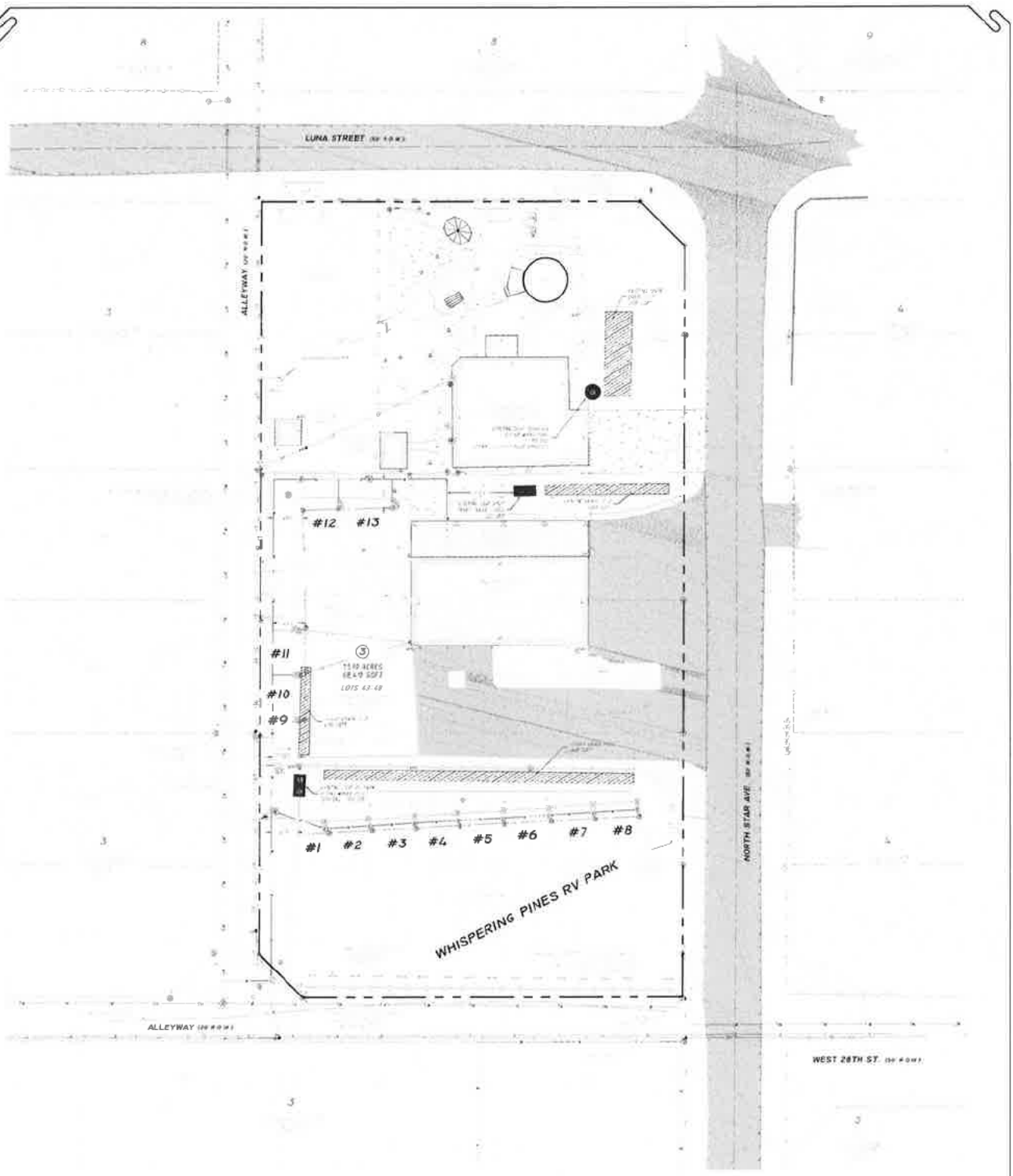
TOPOGRAPHIC ANALYSIS OF:

LOTS 43-48, BLOCK 3, WESTERN SKIES ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 48, PLAT RECORDS ECTOR COUNTY, TEXAS

PROJ	2025_053	REV #	
FIELD	8.7-8.2025	REV #	
DRAFT	DP	SCALE	1"=30'
APPV		DATE	8.19.2025

SEER LAND SURVEYING


ECUD
Ector County Utility District
Public Utility Web Application
Find address or place
6" PVC WATER MAIN
6" WATER MAIN
SITE
N Big Dipper Ave
N North Star Ave
W Luna St
W 28th St
31.85154 -102.46612 Degrees
50
100ft



LEGEND

WHISPERING PINES RV PARK

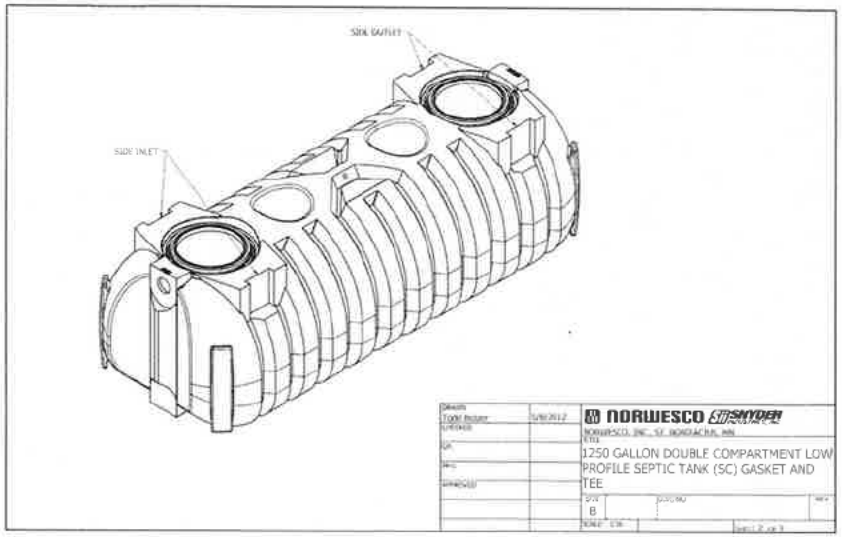
EXISTING ONSITE SEPTIC FACILITIES EXHIBIT FOR:

LOTS 43-48, BLOCK 2, WESTERN SIRES ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7, PAGE 68, PLAT RECORDS, TETON COUNTY, TEXAS

PROJ	1825_043	REV 1	
FIELD	11-18-2015	REV 2	
DRAFT	DF	SCALE	1"=30'
APPR		DATE	11-18-2015

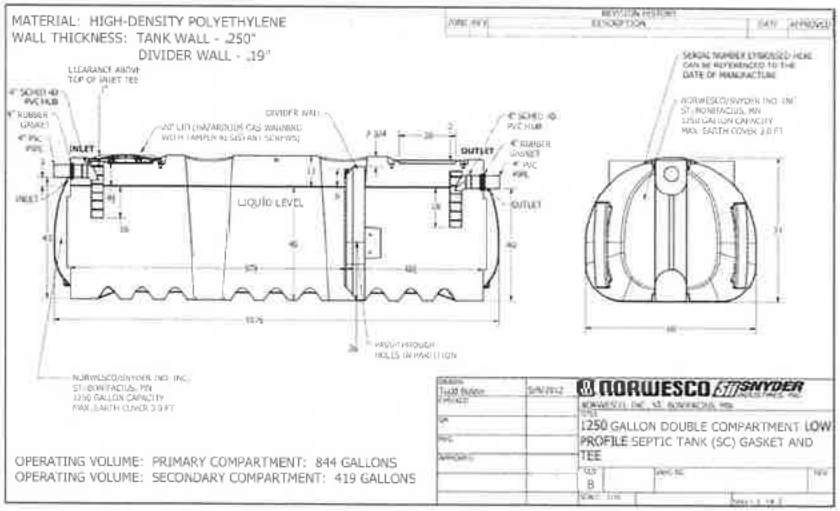
SEER LAND SURVEYING

© Copyright, WA CIVIL, LLC. All Rights Reserved



NORWESCO SNYDER

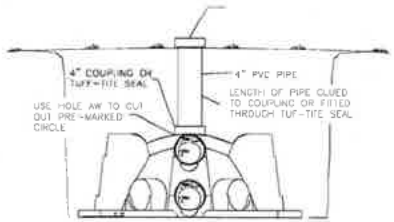
1250 GALLON DOUBLE COMPARTMENT LOW PROFILE SEPTIC TANK (SC) GASKET AND TEE



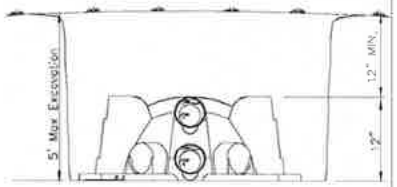
OPERATING VOLUME: PRIMARY COMPARTMENT: 844 GALLONS
OPERATING VOLUME: SECONDARY COMPARTMENT: 419 GALLONS

NORWESCO SNYDER

1250 GALLON DOUBLE COMPARTMENT LOW PROFILE SEPTIC TANK (SC) GASKET AND TEE



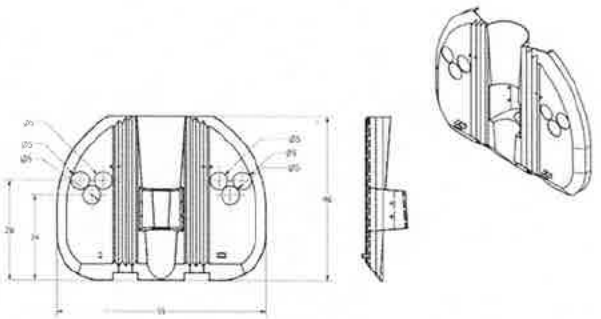
INSPECTION PORT
NOT TO SCALE



CHAMBER TRENCH
NOT TO SCALE

NOTE: CHAMBER SHOWN IS A STANDARD CAPACITY CHAMBER AS MANUFACTURED BY INFILTRATOR SYSTEMS INC., OR APPROVED EQUAL.

LEACH CHAMBERS DETAIL
N.T.S.



NORWESCO SNYDER

1250 GALLON DOUBLE COMPARTMENT LOW PROFILE SEPTIC TANK (SC) GASKET AND TEE

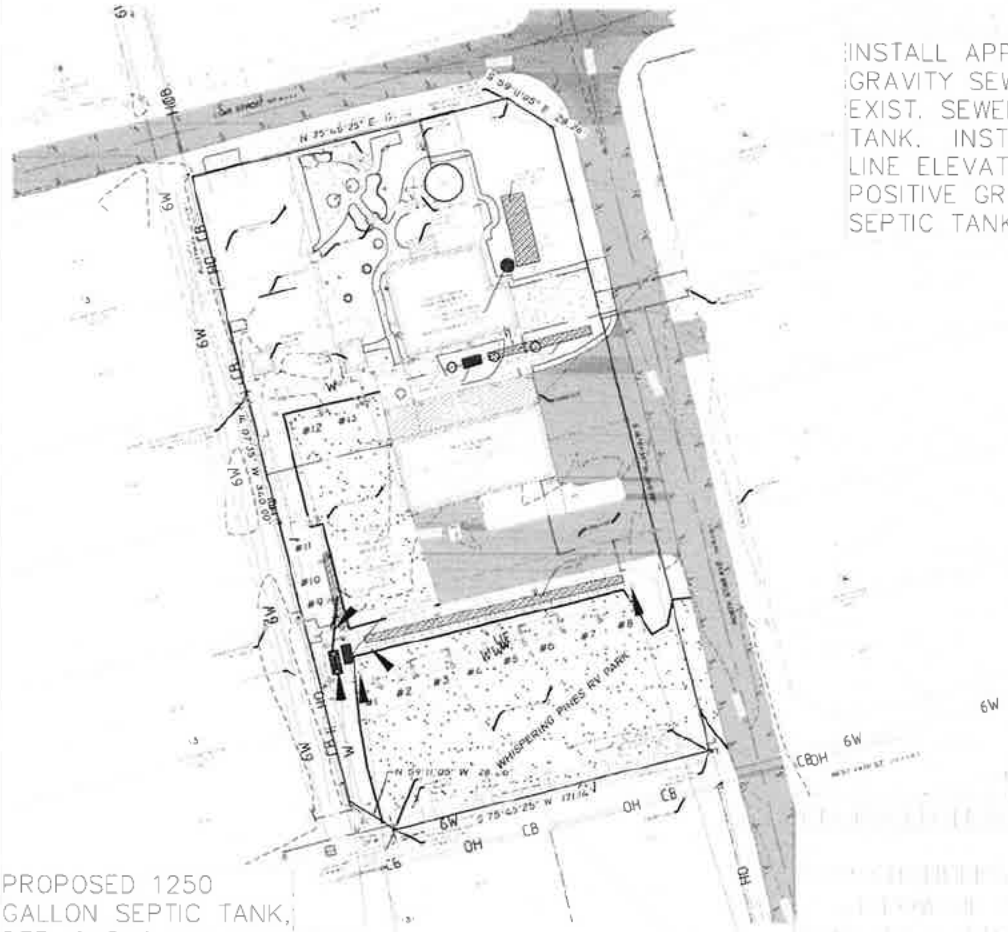
WA CIVIL, LLC

SEPTIC PLAN DETAILS
WHISPERING PINES RV PARK
ECTOR COUNTY, TEXAS
E. OUTERBRIDGE & JANIEAH REYNOLDS

02/24/2026
WA
2524

C1.1

© Copyright, WA CIVIL, LLC. All Rights Reserved



INSTALL APPROX. 28' OF NEW 6"PVC GRAVITY SEWER LINE CONNECTING EXIST. SEWER MAIN TO NEW SEPTIC TANK. INSTALLER TO VERIFY FLOW LINE ELEVATIONS AND ENSURE POSITIVE GRAVITY FLOW TO NEW SEPTIC TANK.

PROPOSED 1250 GALLON SEPTIC TANK, REF. SHEET C1.1 FOR DETAILS.

SAWCUT AND REPAIR EXIST. PAVEMENT AS NECESSARY TO INSTALL NEW LEACH FIELD SEPTIC LINE.

SEPTIC PLAN NOTES

1. NEW SEPTIC SYSTEM IS DESIGNED FOR 300 GALLONS PER DAY. THE REQUIRED VOLUME FOR THE SEPTIC TANK IS TWO TIMES THE GALLONS PER DAY (600 GAL.) THUS A 1250 GALLON SEPTIC TANK TO BE INSTALLED. LEACH FIELD CALCULATIONS RESULTS IN DIMENSIONS OF 145' LONG BY 5' WIDE COMPOSED OF 29-5' LONG CHAMBERS INSTALLED TO CREATE LEACH FIELD. REFERENCE SEPTIC PLAN DETAILS ON SHEET C1.1
2. CONTRACTOR TO MAINTAIN 5.0' SEPARATION BETWEEN SEWER AND DOMESTIC WATER. WHERE LINES CROSS, SLEEVE WATER LINE 10.0' ON BOTH SIDES OF SEPTIC LINE, WHERE APPLICABLE.
3. INSTALL WATER METER AND WATER LINES A MINIMUM OF 10.0' FROM LEACH FIELD.
4. CONTRACTOR TO LOCATE ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.
5. PIPE DEFLECTION PER MANUFACTURER'S RECOMMENDATIONS.
6. A NINE (9) FOOT MINIMUM HORIZONTAL SEPARATION FROM ANY DRY UNDERGROUND UTILITY CROSSING SHALL BE PROVIDED.
7. A ONE (1) FOOT MINIMUM VERTICAL SEPARATION FROM ANY DRY UNDERGROUND UTILITY CROSSING SHALL BE PROVIDED.
8. A TWO (2) FOOT MINIMUM VERTICAL SEPARATION SHALL BE PROVIDED BETWEEN ANY SEWER MAIN/LINE CROSSING A WATER MAIN/LINE.
9. EXCEPTIONS OR DEVIATIONS FROM THE ABOVE MINIMUM CLEARANCES MUST BE APPROVED AND SHOWN ON THE APPROVED WATER AND SEWER PLANS. WHEN UTILITY CONFLICTS ARE FOUND DURING CONSTRUCTION, ALL CHANGES AND REVISIONS MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
10. ANY AND ALL MORE STRINGENT REQUIREMENTS REQUITED BY FEDERAL, STATE, COUNTY OR LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
11. ALL CONSTRUCTION TO CONFORM TO THE CITY OF ODESSA STANDARDS, NOTES, AND DETAIL SHEETS.
12. SEPTIC DESIGN SHOWN IS SCHEMATIC ONLY. VERIFY EXACT DESIGN WITH SEPTIC CONTRACTOR PRIOR TO ANY CONSTRUCTION.

TBPE F-13482
WA CIVIL, LLC

SEPTIC PLAN
WHISPERING PINES RV PARK
ECTOR COUNTY, TEXAS
TLOUTERIO & MARIELAH BERSCHA

02/24/2026
WA
WA
1524

C1.0







Docusign Envelope ID: 74AD0DF3-8DCE-8789-832C-50BF0B7C86C9

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

DATE: 08.04.2025 COMMISSIONER PRECINCT: PCT. 1 Mike Gardner

PROPOSED MHRC: Existing (c. 2017) Whispering Pines RV Park

TRACT SIZE AND LOCATION: 1.57 Acres located at 2861 North Star Avenue, Odessa, TX. Being all of lots 43-48, Block 3, Western Skies Addition, Ector County, Texas (Vol. 7, Pg. 48, P.R.E.C.T.)

TOTAL NUMBER OF LOTS, PARKS OR SPACES: 13

NAME OF NEAREST PUBLIC ROAD(S): Luna Street

CHECK ALL THAT APPLY:

- ☐ WATER WELL
- ☐ NATURAL GAS
- ☑ OTHER ECUD Public Water
- ☐ OTHER

OWNER/APPLICANT: Elo & Jan Bersosa

Address: [redacted]

Telephone: [redacted]

Email: [redacted]

ENGINEER: Jeffrey D. Elder, P.E.

Address: 3035 Lamar Avenue, Suite 102 Paris, TX 75460

Telephone: 903.737.7110

Email: jelder@wacivil.com

SURVEYOR: SEER Land Surveying

Address: PO Box 50193, Midland, TX 79710

Telephone: 432.226.7337

Email: info@seer-grp.com

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. 8th 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.

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.

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:

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:

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:

OSSF existing as depicted on the application deliverables. ECUD Public Water Supply

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.

ECUD Public Water Supply existing. As shown on application deliverables.

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:

13 RV Spots.

(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:

Short term (<60 Mo.) RV occupancy.

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:

No long-term occupancy, division or fee simple options provided.; 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:

No long-term occupancy, division or fee simple options provided.

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.

Signed by: Elo Bersosa CF4CF5A317124AF... Signed by: Jan Bersosa CF4CF5A317124AF...

Owner/Applicant Signature

Printed Name: Elo Bersosa Jan Bersosa

Title: Owner

Date: 6/2/2026

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.

Ector County Health Department

221 N. Texas Ave.
Odessa, TX 79761
Phone: (432) 498-4141
Fax: (432) 498-4143

On-Site Sewage Facility Permit
OSSF Permit #: 7583

Owner: Elouterio & Janileah Bersosa

Location: 2841 North Star Ave. N, Odessa, TX 79764
Lots 46-47, Block 3 of Western Skies 1st Subdivision

Installer: Ray Falcon

Site Evaluator: Ray Eatherly — Soil Type: 2 — Site Evaluation Date: 4/23/2013

System Designer: Ray Falcon — Gravel analysis: 17 % — Field checked: N

Floodplain Status: Exempt

Authorization to Construct: 6/13/2013 — Date Inspected: 6/21/2013

GPS Tank Coordinates: N 31° 50 795'
W 102° 22.050'

Proposed Improvement: Apartments Property

Bedrooms: 3 — Tract Size: 0.5262 Acres

Public Water Supply: True
Name of Public Water Provider: City of Odessa

System Requirements:

Disposal Type: Leaching Chambers — Maximum GPD: 350

Standard OSSF System

Tank Size, Combined:	1,250	gallons
Drainfield Length:	180	feet
# of Panels:	36	
Panel length	5.0	feet

Component Manufacturer

Tank Manufacturer:	Norwesco
Panel Manufacturer	ARC 36 - 13"

QA/QC:
Gregg Olberts, D. R.
4/25/2013

Reviewed By:
Gregg Olberts, D.R.
6/13/2013

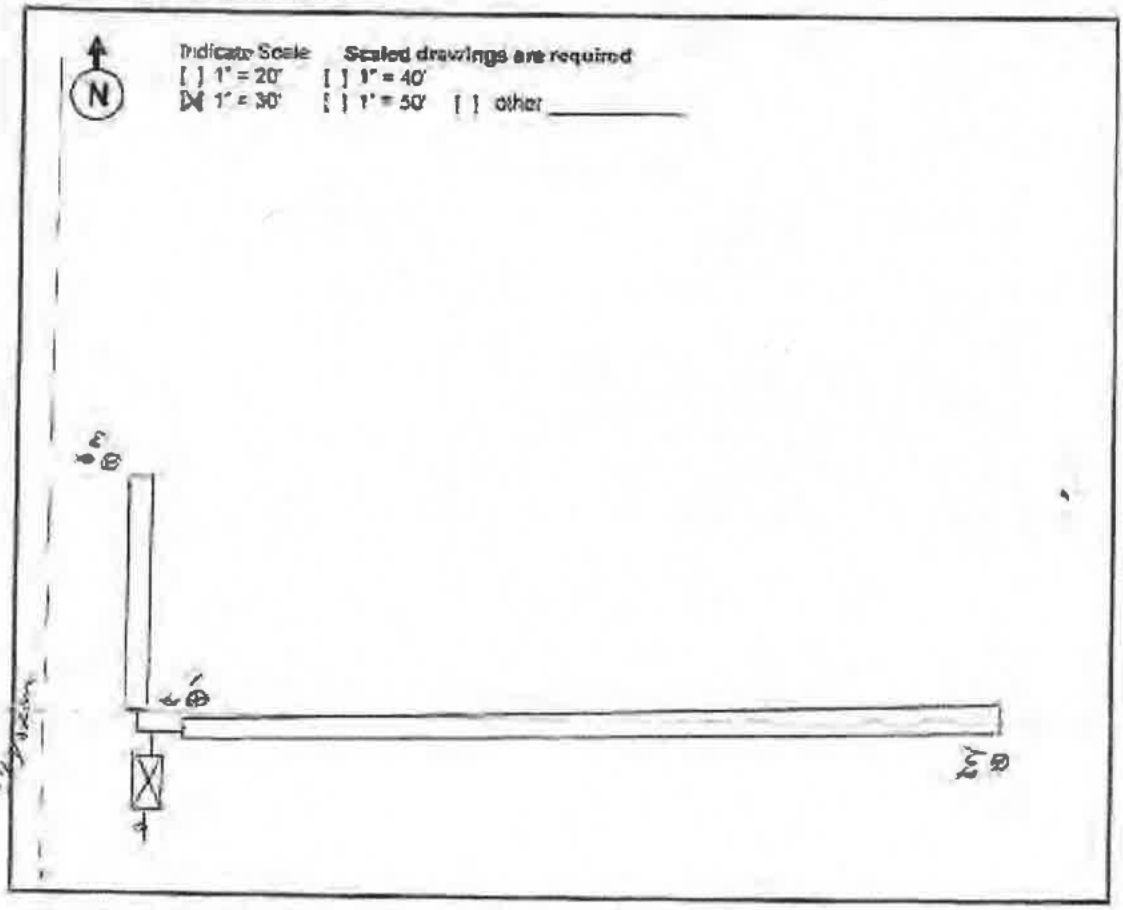
Inspected By:
Kayla Holsworth, D.R.
6/21/2013
Kayla B. Holsworth, DR
No. OS0030052

Schematic of Lot or Tract of Land

Show: Detailed plans of OSSF (Use a ruler with a pen or mechanical pencil)

Write legibly, **do not** cross out mistakes, **draw 1 line** through the mistake and **initial it** or redo drawing.

[ ] Illustrate cleanout
[ ] Lengths of all piping
[ ] Distance between trenches
[ ] Length of trenches
[ ] Illustrate soil test sites
[ ] Illustrate legend
[ ] Block numbers of streets
[ ] Property dimensions (ft)
[ ] Adjacent streets
[ ] Distance from site and adjoining water wells to site's proposed septic tank & drainfield, within 300 ft.
[ ] Distance from trench & septic tank to existing and proposed site structures (needs to be at least 5 feet).
[ ] Distance to all property lines from existing and proposed site structures
[ ] Locations & distances of all easements swimming pools, waterlines, other structures where known or proposed.
[ ] Location of natural, constructed, or proposed drainage ways, water impoundment areas, cut or fill areas, sharp slopes, and breaks.
[ ] Indicate slope or provide contour lines from the structure to the farthest location of the proposed soil adsorption or irrigation area.



(Sewage flow) ÷ (absorption rate) ÷ (absorptive area) x (0.6 [leaching chamber efficiency]) = trench length

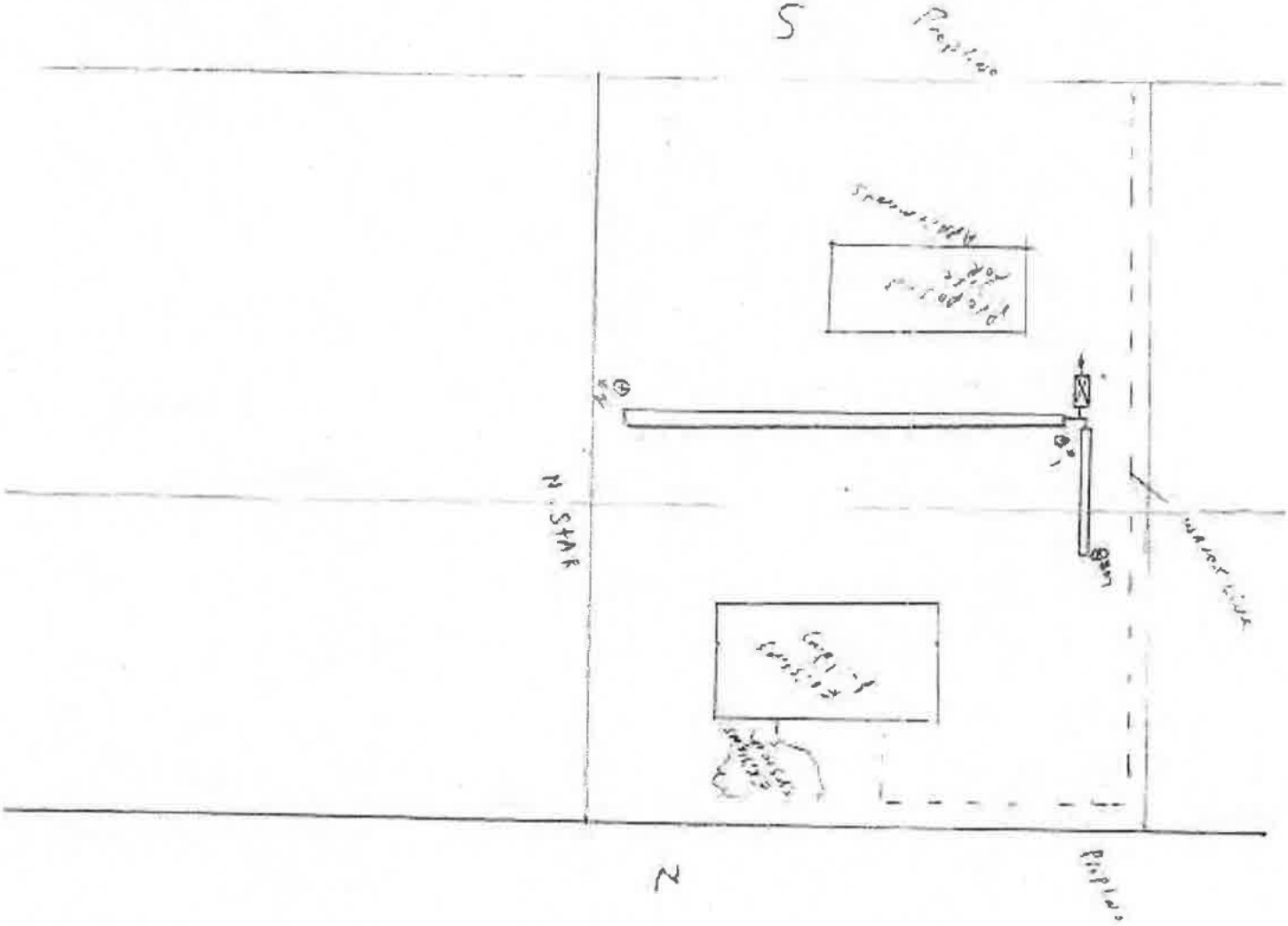
Q: 350 divided by Ra: .25 divided by AA: 5 multiplied by 0.6** (ELC) = 180 Ft (L)

180 Ft divided by 5 length of panel = 36 # of panels

Tank Size (in gals.): 1250

Lot size (in acres): 2 1/2 X 180

Q = gallons per day (sewage flow)
Ra = Rate of absorption for soil class (Table J)
AA = Absorptive Area of soil (typically, 3 feet excavation bottom + 1 foot for each sidewall)
ELC = Efficiency allowed when using leaching chambers without water saving devices
L = Trench length needed
** NOTE: Do Not Multiply by 0.6 if doing a soil substitution


S
N. STAR
N

Ector County Health Department

Ector County Health Department
221 N. Texas
Odessa, TX 79761
(432) 498-4141

Notice of Approval & License to Operate an On-Site Sewage Facility
Permit #: 7583

Location: 2841 North Star Ave. N, Odessa TX 79764
Lots 46-47, Block 3, Western Skies 1st
Owner: Elouterio & Janileah Bersosa
Mailing address: [redacted]

Type of OSSF:

Treatment:	Septic
Disposal:	Leaching Chamber
Maximum Flow:	350 Gallons per Day
Tank Size:	1,250 Gallon Tank
Drainfield:	**36 - 5.0 Feet of Panels**

This serves to notify all persons that the on-site sewage facility owned by the above has been approved, satisfying design, construction, and installation requirements of the Texas Commission on Environmental Quality (TCEQ).

This On-Site Sewage Facility (OSSF) Permit and License to Operate is issued for the operation of the above-identified on-site sewage facility. State standards do not guarantee that an OSSF will perform satisfactorily under all conditions. It is the responsibility of the owner to maintain and operate the facility in a satisfactory manner.

The issuance of this license to operate an OSSF shall only indicate that the facility meets the minimum requirements for issuance of this license.

Any modifications to the size of the residence or alteration of the OSSF requires a new permit. Water supply lines are required to be placed at least 10 feet from sewer lines and any part of the OSSF. Water lines shall not cross sewer lines unless they have been engineered to meet TAC Chapter 290. Failure to maintain these separation distances will result in revocation of your Permit and License to Operate.

If the tank, sewer lines and drainfield are in an unprotected part of the property, subject to traffic flow, protective measures need to be implemented to protect the septic tank, sewer line and drainfield from drive-over damage.

Specific Requirements:

Kayla B. Holsworth, DR
No. OS0030052
Agency

RECEIVED
JUN 2 1 20[illegible]
Date

Ector County Health Department

221 N. Texas
Odessa, TX 79761
(432) 498-4141

Affidavit Need to Join Properties

Permit #: 7583

Location 2841 North Star Ave. N. Odessa TX 79764
Lots 46-47, Block 3, Western Skies 1st
Owners, Elouterio & Janileah Bersosa
Mailing address: [redacted]

THE COUNTY OF ECTOR, STATE OF TEXAS

I/we Elouterio & Janileah Bersosa own the property

located at: 2841 N. North Star Ave. Odessa, Texas 79764

With a Legal Description of: Lots 46-47, Block 3, Western Skies 1st, Ector County, Texas

As the owner(s) of the aforementioned properties I/we Elouterio & Janileah Bersosa are fully aware that the properties must be permanently joined because the On-Site Sewage Facility is located on all properties.

I/we Elouterio & Janileah Bersosa also fully understand that the property listed above must be sold as a single property. Under no circumstances will these properties be sold separately without the permission of the Ector County Health Department's Water Quality Program.

WITNESS BY HAND(S) ON THIS 30th DAY OF May 2013

Elouterio Bersosa
Owner Signature

Janileah Bersosa
Owner Signature

Elouterio Bersosa
Owner Printed Name

Janileah Bersosa
Owner Printed Name

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 30th DAY OF May 2013

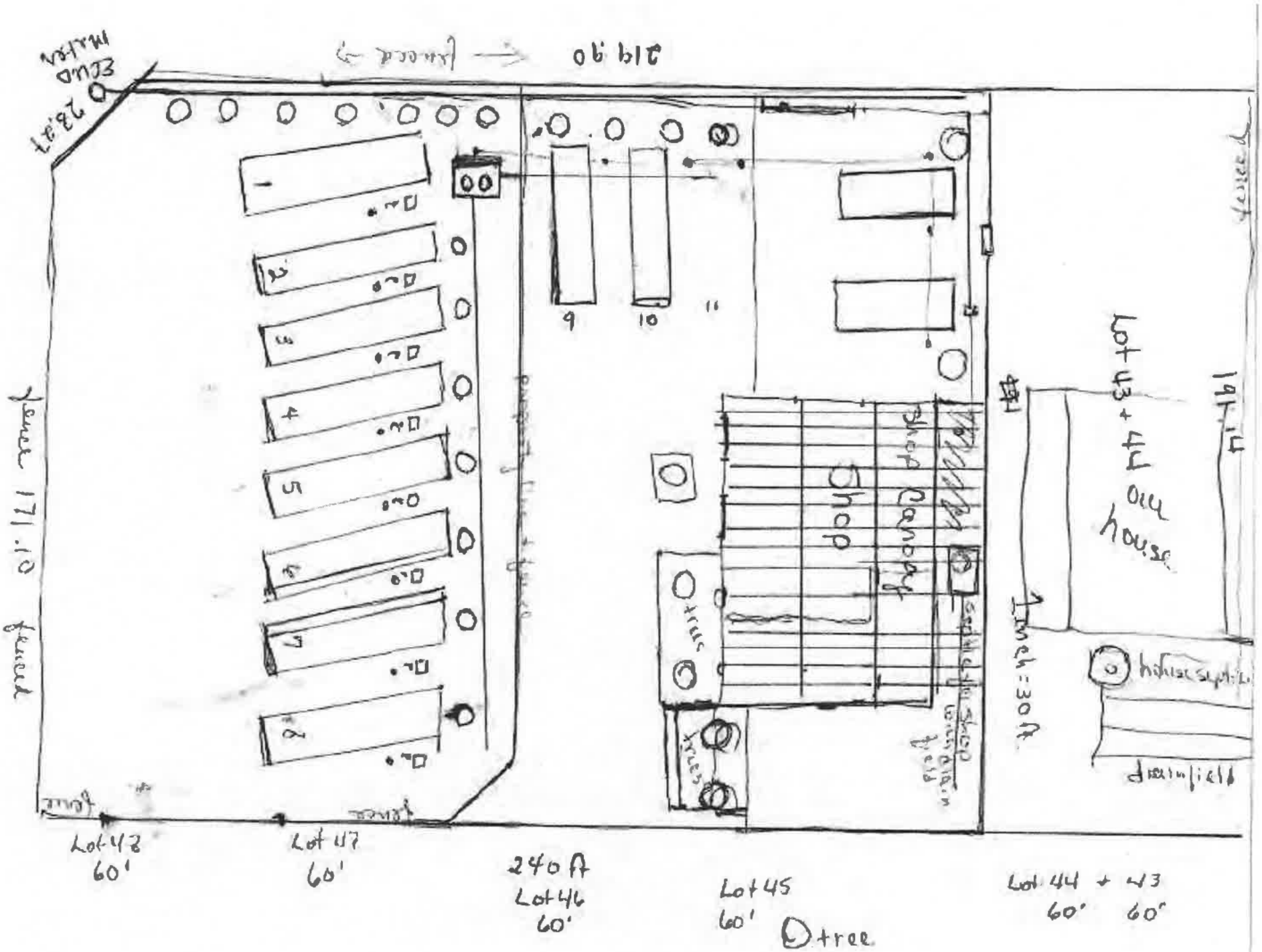
Lina Rodriguez
Notary Public, State of Texas

Lina Rodriguez
Notary Printed Name

Commission Expires 1-22-17

LINA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
January 22, 2017

*Affidavit must be filed at the County Clerk's Office and forwarded to the Water Quality Department of the Ector County Health Department.


Lot 43 + 44 old house
1 inch = 30 ft
drainfield
Shop
Shop Carport
Lot 42
60'
Lot 47
60'
240 ft
Lot 46
60'
Lot 45
60'
Lot 44 + 43
60' 60'
tree

STATE OF TEXAS
COUNTY OF ECTOR
I hereby certify that this instrument was filed on 05/30/2013 at 11:04 AM by me and was duly recorded under the document number 2013-00008739 in the Official Public Records of Ector County, Texas.

Linda Haney, County Clerk
Ector County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Returned To: FLOUTERIO BERSOSA
[redacted]

RV Septic/permit

760538

Bersosa

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
Eloutero	Septic	4-23-13

NAME Ely Flores

ADDRESS [redacted]

CITY, STATE, ZIP Odessa TX

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1	1000 GAL system		
2		S/E permit w/ [illegible]		
3		Dept Material		
4		Labor Equal		
5		Inspection cover up		520.00
6		CK 8708		
7		Pd. 1 4-23-13		600.00
8				1120.00
9				
10				
11				
12				
13				
14				
15		Elo Bersosa		
16				
17				
18				

RECEIVED BY

01-11

A-6805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

SEPTIC SYSTEM PERMIT

Date 1-22-85

Location of Property Subdivision Western Skies Section No. _____ Block No. 3 Lot No. 43+44

Street Address [redacted] Phone _____

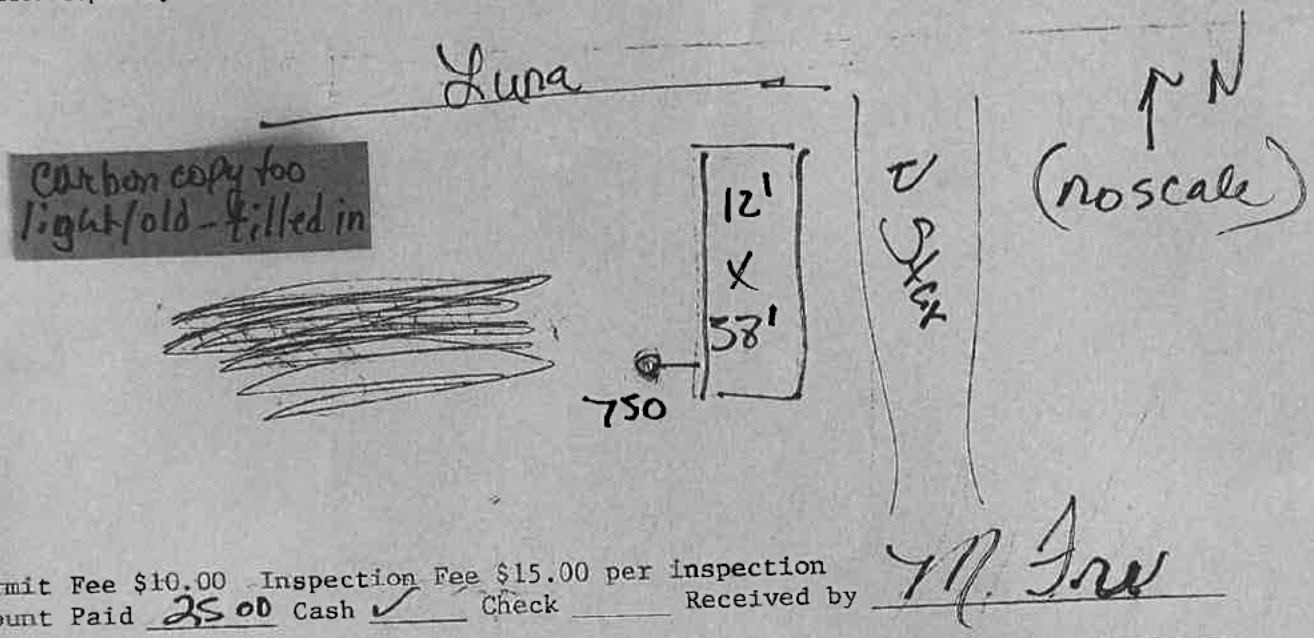
Owner Elo Bersosa Phone _____

Contractor B Webb

Type of Building: Mobile Home ✓ Residence _____ Commercial _____

Other _____ Explain: _____

Proposed Septic System: Please show location on property and distance from existing wells.



Permit Fee $10.00 Inspection Fee $15.00 per inspection

Amount Paid 25.00 Cash ✓ Check _____ Received by M. Irw

(For Inspector's Use Only)

Septic Tank: Concrete ✓ Other _____

Capacity Gal. 750 Thickness of Walls 2"

Reinforced _____ Cleanout provided -- Yes ✓ No _____

Disposal Field: Width of Trench 12' Depth 30" Total Length of Trench 38'

Distance Between Trenches _____ Type of Distribution Tile In Trench PVC

Size 4" Space of Joints 10' Grade _____ Filter Material: Washed Gravel _____

Crushed Rock ✓ Depth of Rock Under Tile 6" Over Tile 2"

Paper Covered _____ Trench Back Filled _____ Approved Yes ✓ No _____

If Not, Explain: Approved on the condition that water well installed at least 150' from drainfield.

Distance of Tank From Well _____ Distance of Trenches From Well _____

Type of Pipe From House To Tank _____ Tight Joint Yes ____ No ____

Inspected by: S M Wurig JR R.S. 1-23-85 2:30 pm

OFFICIAL COPY

Signature of County Administrator

Date of issuance 1-24-85

DEVELOPMENT PERMIT EXEMPTION CERTIFICATE

STATE OF TEXAS :

COUNTY OF ECTOR :

APPLICATION NO. 1950 : 1950

NAME OF APPLICATION The Bruce

THE ABOVED NAMED APPLICANT APPLIED FOR A DEVELOPMENT PERMIT ON _____
THE APPLICATION HAS BEEN REVIEW BY THE COUNTY ADMINISTRATOR AND IT IS HIS DETERMINATION THAT THE PROPOSED DEVELOPMENT IS NOT WITHIN AN IDENTIFIED FLOOD PLAIN OF ECTOR COUNTY.

THIS CERTIFICATE EXEMPTS THE APPLICANT FROM DEVELOPMENT STANDARDS REQUIRED BY ECTOR COUNTY FLOOD PLAIN MANAGEMENT REGULATIONS. WORK IS HEREBY AUTHORIZED TO PROCEED ON THE FOLLOWING DESCRIBED PROPERTY:

Wildwood Blk 3 Lot 2 3 4 5

THE COUNTY ADMINISTRATOR HAS REVIEWED THE PLANS AND SPECIFICATIONS OF THE PROPOSED DEVELOPMENT AND DESIRES TO MAKE THE FOLLOWING RECOMMENDATIONS FOR DEVELOPMENT OR DESIGN ALTERATIONS:

N/A

WARNING:
The flood hazard boundary maps and other flood data used by the County Administrator in evaluating flood hazards to proposed developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This exemption certificated does not imply that developments outside the identified areas of special flood hazard will be free from flooding or flood damage. Issuance of this exemption certificate shall not create liability on the part of Ector County, the County Administrator or any officer or employee of Ector County in the event flooding of flood damage does occur.

_____
Acknowledgement of Warning by Applicant

_____ Martha R. Fierro
Signature of County Administrator

Date of issuance 1-22-85 1-22-85

had drainfield - replaced on home septic system
4-16-2025

INVOICE NO.

1278



BULL'S SEPTIC TANK SERVICE

1854 N. Fortune 500 Ave. · Odessa, Texas 79763

Manuel Montoya

(432) 202-9177

CUSTOMER: Elo Barsch

ADDRESS: [redacted]

CITY, STATE, ZIP: [redacted]

CUSTOMER'S ORDER	SOLD BY:	TERMS:	F.O.B.	DATE: 4-16-25

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Install 26 5' Panels FOR Home	6,240	6,240
	Manuel Montoya		
		TOTAL	6,240

MIP BAL513

shop septic info/permit

DEAR Mr/Mrs. Bersosa

It is very important that you save these documents. These documents are your proof that you have installed a legal SEPTIC SYSTEM as requiered by state law. One day, if you decide to sell your property the finance company will most likely require these documents for proof of the legality of your SEPTIC SYSTEM. If you have any questions reguarding your SEPTIC SYSTEM please call me at 498-4141.

THANK YOU

Water Quality Program Mgr.

Shop Septic System

...as 79761

498-4141
FAX
498-4143

ECTOR COUNTY, TEXAS

LICENSE TO OPERATE AN ON-SITE SEWERAGE FACILITY

STATE OF TEXAS
Ector COUNTY

DATE: 04-25-2002
PERMIT NUMBER: 4472

PERMITTEE: Bersosa, Eloaterio

LOCATION: [redacted]

ADDRESS: [redacted]

TYPE OF SYSTEM: Septic tank-leaching chambers

TYPE OF PREMISES: Shop and office with one employee

SPECIAL REQUIREMENTS

DESIGN CAPACITY / PERMIT LIMITATIONS

225 GALLONS PER DAY EACH SYSTEM

NOTICE: The issuance of this license to operate an on-site sewerage facility shall only indicate that the facility meets the minimum requirements for issuance of this License. State standards do not guarantee that an on-site sewerage facility will perform satisfactorily under all conditions. It is the responsibility of the owner to maintain and operate the facility in a satisfactory manner. THIS LICENSE SHALL NOT BE TRANSFERABLE WITHOUT PRIOR WRITTEN CONSENT OF THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION. ANY MODIFICATIONS TO THE FACILITY OR INCREASE OR MODIFICATION TO THE STRUCTURE WHICH IT SERVES THAT MAY CAUSE AN INCREASE IN OR OTHERWISE SUBSTANTIALLY CHANGE THE CHARACTERISTICS OF THE WASTE TO BE TREATED WITHOUT PRIOR CONSENT OF THIS AGENCY MAY INVALIDATE THIS LICENSE.

R. D. P. L.

...LTH DEPARTMENT
221 N. TEXAS
ODESSA, TEXAS 79761

TELEPHONE
AREA CODE (915
498-4141
FAX
498-4143

ECTOR COUNTY, TEXAS

NOTICE OF APPROVAL OF ON-SITE SEWERAGE FACILITY

PERMIT # 4472

Property Owner Bersosa, Elouterio

Mailing Address [redacted]

Property Location Block 3, Lot 45-48
Western Skies, March 1959
Ector County, Texas

This serves to notify all persons that the on-site sewerage facility owned by the above has satisfied design, construction, and installation requirements of the Texas Natural Resource Conservation Commission (TNRCC). This TNRCC On-Site Sewerage Facility Permit is issued for the operation of the above-identified on-site sewerage facility.

ANY MODIFICATIONS TO THE STRUCTURE, SYSTEM COMPONENTS, OR CHANGES OF OWNERSHIP MAY REQUIRE A NEW PERMIT. The owner must notify this office of the aforementioned changes.

ADDITIONAL INFORMATION: This septic system is approved for a shop and office with one employee only. Any alterations will void permit.

D. O. R. L.

Inspector

04-25-2002
Date

Regional Manager

Date

TNRCC Region No.

White - Central Office Yellow - Regional Office Pink - Customer

...RCC-0242 (01-12-94)

ECTOR COUNTY APPRAISAL DISTRICT

Layne Young, RPA, Tax Assessor/Collector
1301 E. 8th Street
Odessa, TX 79761-4726
(432) 332-6834 phone
info@ectorcad.org - email
www.ectorcad.org - website

Jurisdiction Code	Jurisdiction Name
COU	ECTOR COUNTY
ECISD	ECTOR COUNTY I S D
ECUD	ECTOR COUNTY UTILITY DIST
HOS-	ECTOR CO HOSPITAL DIST
OC	ODESSA COLLEGE

TAX CERTIFICATE

Account No. [redacted]
Property Owner
BERSOSA ELOUTERIO & JANILEAH
[redacted] AVE
[redacted]

Property Description
WESTERN SKIES
BLOCK 3
LOTS 47-48

Certificate No. 53349-07

Last Certified Property Value

Land:	8,710
Structures:	2,500
Total:	11,210

Exemptions Granted:

Property Location: 2841 N NORTH STAR AVE

Years Due	Jurisdiction Codes	Tax Amount Due	Penalty & Interest	Attorney Fee Due	Amount Due
2024		0.00	0.00	0.00	0.00
2023		0.00	0.00	0.00	0.00
2022		0.00	0.00	0.00	0.00
2021		0.00	0.00	0.00	0.00
2020		0.00	0.00	0.00	0.00
2019		0.00	0.00	0.00	0.00
2018		0.00	0.00	0.00	0.00
2017		0.00	0.00	0.00	0.00
2016		0.00	0.00	0.00	0.00
2015		0.00	0.00	0.00	0.00
2014		0.00	0.00	0.00	0.00
2013		0.00	0.00	0.00	0.00
2012		0.00	0.00	0.00	0.00
2011		0.00	0.00	0.00	0.00
2010		0.00	0.00	0.00	0.00
2009		0.00	0.00	0.00	0.00
2008		0.00	0.00	0.00	0.00
			Total Amount Due		0.00

If paid before: 08/01/2025

ECTOR COUNTY APPRAISAL DISTRICT TEXAS

SIGNATURE OF AUTHORIZED OFFICER OF COLLECTIONS

7/29/2025
DATE

Issued To: PALADIN HUCKABA, LAND SURVEYING

ECADPROD

ECTOR COUNTY APPRAISAL DISTRICT

Layne Young, RPA, Tax Assessor/Collector
1301 E. 8th Street
Odessa, TX 79761-4726
(432) 332-6834 phone
info@ectorcad.org - email
www.ectorcad.org - website

Jurisdiction Code	Jurisdiction Name
COU	ECTOR COUNTY
ECISD	ECTOR COUNTY I S D
ECUD	ECTOR COUNTY UTILITY DIST
HOS-	ECTOR CO HOSPITAL DIST
OC	ODESSA COLLEGE

TAX CERTIFICATE

Account No. [redacted]
Certificate No. 53345-07

Property Owner
BERSOSA ELOUTERIO M & JANILEAH
[redacted] STAR AVE
[redacted]

Property Description
WESTERN SKIES
BLOCK 3
LOTS 43-46

Last Certified Property Value
Land: 17,414
Structures: 406,646
Total: 424,060

Exemptions Granted: HOMESTEAD, OVER 65
Property Location: 2861 N NORTH STAR AVE

Years Due	Jurisdiction Codes	Tax Amount Due	Penalty & Interest	Attorney Fee Due	Amount Due
2024		0.00	0.00	0.00	0.00
2023		0.00	0.00	0.00	0.00
2022		0.00	0.00	0.00	0.00
2021		0.00	0.00	0.00	0.00
2020		0.00	0.00	0.00	0.00
2019		0.00	0.00	0.00	0.00
2018		0.00	0.00	0.00	0.00
2017		0.00	0.00	0.00	0.00
2016		0.00	0.00	0.00	0.00
2015		0.00	0.00	0.00	0.00
2014		0.00	0.00	0.00	0.00
2013		0.00	0.00	0.00	0.00
2012		0.00	0.00	0.00	0.00
2011		0.00	0.00	0.00	0.00
2010		0.00	0.00	0.00	0.00
2009		0.00	0.00	0.00	0.00
2008		0.00	0.00	0.00	0.00
			Total Amount Due		0.00

If paid before: 08/01/2025

ECTOR COUNTY APPRAISAL DISTRICT TEXAS

SIGNATURE OF AUTHORIZED OFFICER OF COLLECTIONS

7/29/2025
DATE

Issued To: PALADIN HUCKABA, LAND SURVEYING

ECADPROD

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 9th day of June 2026, the following budget amendment to the

Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-360-5309	Contract Services	10,000
FROM:	001-360-5250	Radio Repairs & Maintenance	10,000

This request is made for the following reasons:
Amend for Cirra Contract

APPROVED AND SIGNED this the 9th of June 2026.

_____ _____

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 # 18a

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 9th day of June 2026, the following budget amendment to the

Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-360-5507	Special Departmental Equipment	15,000
	001-4171	Donated Revenues	15,000

FROM:

This request is made for the following reasons:
Amend for K-9 purchase

APPROVED AND SIGNED this the 9th of June 2026.

_____ _____

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 # 19

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 9th day of June 2026, the following budget amendment to the

Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-950-5801	Operating Transfer Out	1,432,000
FROM:	001-3310	Unreserved Fund Balance	1,432,000

This request is made for the following reasons:
Amend for Colisuem Expansion

APPROVED AND SIGNED this the 9th of June 2026.

_____ _____

ECTOR COUNTY JUDGE ATTEST: ECTOR COUNTY CLERK

_____

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____ JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____ BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 20

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

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

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 9th day of June 2026, the following budget amendment to the

Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	043-4801	Operating Transfer In	1,432,000
	043-860-5509	Improvements & Construction	1,432,000

FROM:

This request is made for the following reasons:
Amend for Colisuem Expansion

APPROVED AND SIGNED this the 9th of June 2026.

_____ _____

ECTOR COUNTY JUDGE ATTEST: ECTOR COUNTY CLERK

_____

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____ JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____ BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 21

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

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

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 9th day of June 2026, the following budget amendment to the

Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	043-860-5509	Improvements & Construction	2,568,000
FROM:	043-3310	Unreserved Fund Balance	2,568,000

This request is made for the following reasons:
Amend for Colisuem Expansion

APPROVED AND SIGNED this the 9th of June 2026.

_____ _____

ECTOR COUNTY JUDGE ATTEST: ECTOR COUNTY CLERK

_____

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____ JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____ BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 22

ECTOR COUNTY, TEXAS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Fiscal Year Ended
September 30, 2024

Agenda item #24

ECTOR COUNTY, TEXAS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Fiscal Year Ended
September 30, 2024

PREPARED BY THE
ECTOR COUNTY AUDITOR'S OFFICE

TRISTAN MARQUEZ
ECTOR COUNTY AUDITOR


THE STATE OF TEXAS
COUNTY OF ECTOR

ECTOR COUNTY, TEXAS
TABLE OF CONTENTS

	Page
Introductory Section	
Listing of Elected County Officials	i
Organizational Chart	ii
Letter of Transmittal	iii
Financial Section	
Independent Auditor's Report	3
Management's Discussion and Analysis	7
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position	17
Statement of Activities	18
Fund Financial Statements:	
Governmental Funds:	
Balance Sheet	20
Reconciliation of the Balance Sheet - Governmental Funds to the Statement of Net Position	23
Statement of Revenues, Expenditures and Changes in Fund Balances	24
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	26
Proprietary Funds:	
Statement of Net Position	27
Statement of Revenues, Expenses and Changes in Net Position	28
Statement of Cash Flows	29
Fiduciary Funds:	
Statement of Fiduciary Net Position	30
Statement of Changes in Fiduciary Net Position	31
Notes to Basic Financial Statements	33
Required Supplementary Information:	
General Fund - Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget (GAAP Basis) and Actual	69
American Rescue Plan Fund - Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget (GAAP Basis) And Actual	70
Capital Projects Fund - Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget (GAAP Basis) And Actual	71
Sales Tax District Fund - Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget (GAAP Basis) And Actual	72
Notes to Required Supplementary Information - Schedules of Revenues, Expenditures and Changes in Fund Balance - Budget (GAAP Basis) and Actual	73
Schedule of Changes in Net Pension Liability and Related Ratios	74
Schedule of Employer Pension Contributions	77
Schedule of Changes in OPEB Liability and Related Ratios	78

Page

Financial Section (continued)
Other Supplementary Information:
Combining and Individual Fund Statements and Schedules:
General Fund Revenue and Expenditure Detail, Debt Service, Capital Projects and NonMajor Governmental Funds – Special Revenue Funds 82
General Fund – Schedule of Revenues – Budget (GAAP Basis) and Actual 83
General Fund – Schedule of Expenditures – Budget (GAAP Basis) and Actual 84
Capital Project – Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget (GAAP Basis) and Actual 99
NonMajor Governmental Funds – Combining Balance Sheet 100
NonMajor Governmental Funds – Combining Statement of Revenues, Expenditures and Changes in Fund Balances 108
Schedules of Revenues, Expenditures and Changes in Fund Balances– Budget (GAAP Basis) and Actual:
Law Library Fund 116
Elections Administration Fund 117
Child Abuse Prevention Fund 118
Records Management and Preservation Fund 119
Schedules of Revenues, Expenditures and Changes in Fund Balances – Budget (GAAP Basis) and Actual:
County Clerk Archive Fund 120
County Clerk Records Management Fund 121
TJJD Grant A Basic Supervision 122
Senior Nutrition Program 123
JAG Grant Fund 124
Courthouse Security Fund 125
J.P. Technology Fund 126
TJJD Grant A Mental Health 127
Community and Rural Health Fund 128
TJJD Grant A Community Program 129
Immunization Fund 130
Juvenile IV-E Program 131
TJJD Grant A Pre & Post 132
Court Technology Fund 133
CA Pre-Trial Intervention Fund 134
District Clerk Records Management 135
Employee Enrichment 136
District Clerk Archive 137
Health Epidemiology 138
TJJD Grant A Community Diversion 139
Debt Service Fund 140

	Page
Financial Section (continued)	
Other Supplementary Information (continued)	
Combining and Individual Fund Statements and Schedules (continued):	
Internal Service Funds:	
Combining Statement of Net Position	142
Combining Statement of Revenues, Expenses and Changes in Fund Net Position	143
Combining Statement of Cash Flows	144
Custodial Funds:	
Combining Statement of Fiduciary Net Position	148
Combining Statement of Changes in Fiduciary Net Position	159
Statistical Section	
Net Position by Component	172
Changes in Net Position	174
Fund Balances of Governmental Funds	178
Changes in Fund Balances of Governmental Funds	180
Governmental Activities Tax Revenue by Source	181
Assessed Value and Estimated Actual Value of Taxable Property	185
Direct and Overlapping Property Tax Rates	186
Principal Property Taxpayers	188
Property Tax Levies and Collections	189
Ratio of Outstanding Debt by Type	190
Ratio of General Bonded Debt Outstanding	191
Direct and Overlapping Governmental Activities Debt	193
Legal Debt Margin Information	194
Demographic and Economic Statistics	196
Principal Employers	197
Full-Time Equivalent County Government Employees by Function	199
Operating Indicators by Function/Program	200
Capital Asset Statistics by Function/Program	202
Analysis of Funding Progress and Contribution Rate (TCDRS)	204


THE STATE OF TEXAS
COUNTY OF ECTOR

INTRODUCTORY SECTION

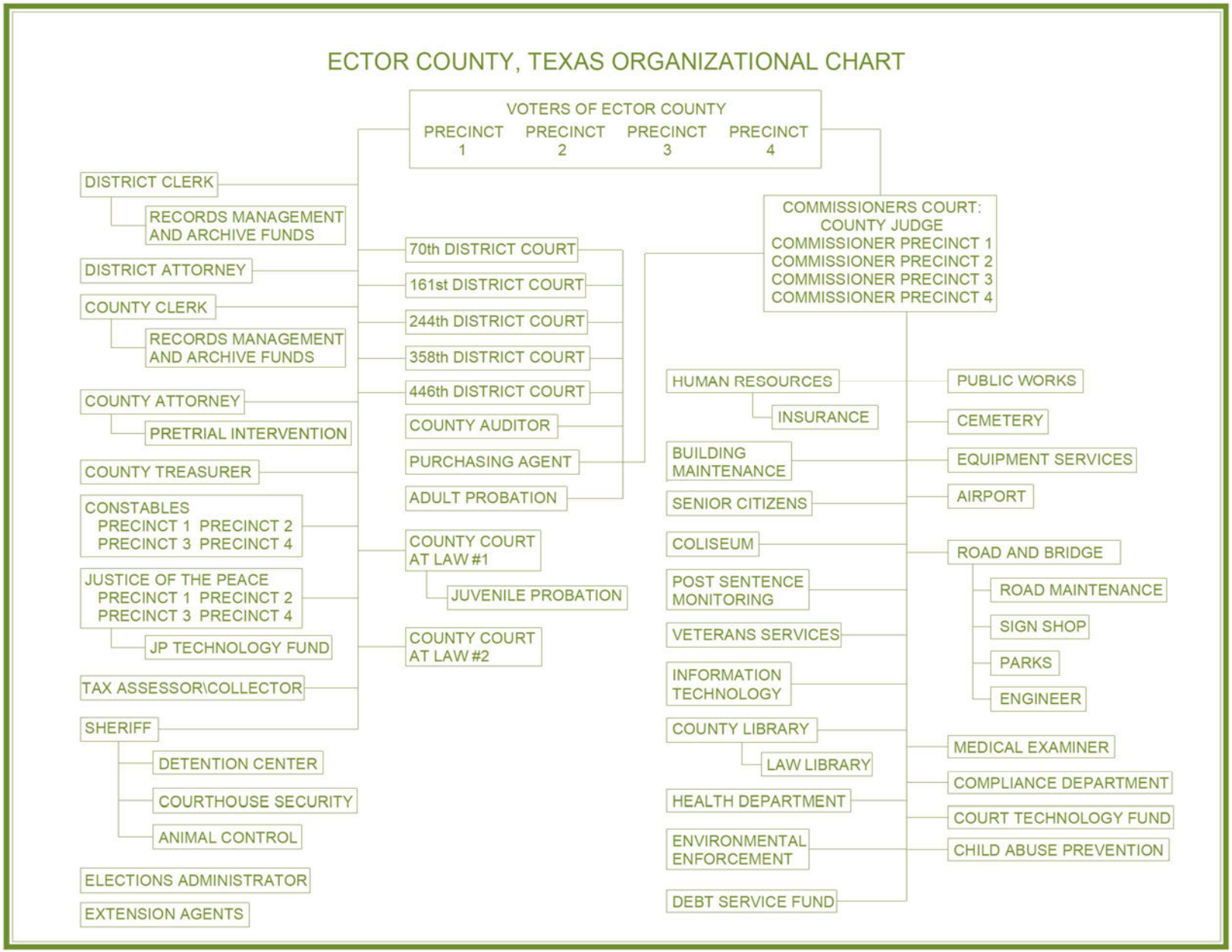

THE STATE OF TEXAS
COUNTY OF ECTOR

ECTOR COUNTY, TEXAS
LISTING OF ELECTED COUNTY OFFICIALS
AS OF SEPTEMBER 30, 2024

County Judge	**–**	**Dustin Fawcett**	**District Judge**	**–**	**Denn Whalen**
Commissioner	**–**	**Mike Gardner**	**District Judge**	**–**	**Justin Low**
Commissioner	**–**	**D. Greg Simmons**	**District Judge**	**–**	**Lori Ruiz-Crutcher**
Commissioner	**–**	**Don Stringer**	**District Judge**	**–**	**John Shrode**
Commissioner	**–**	**Billy Hall**	**District Judge**	**–**	**Sara Shock**

Tax Assessor	**–**	**Lindy Wright**
District Clerk	**–**	**Clarissa Webster**
District Attorney	**–**	**Dwight Gallivan**
County Clerk	**–**	**Jennifer Martin**
County Attorney	**–**	**Lee McClendon**
County Treasurer	**–**	**Cleopatra Anderson**
Justice of the Peace #1	**–**	**Carlos Chavez**
Justice of the Peace #2	**–**	**Missi Walden**
Justice of the Peace #3	**–**	**William Bowen**
Justice of the Peace #4	**–**	**Elizabeth Baeza**
Constable	**–**	**Carl Rogers**
Constable	**–**	**Vacant**
Constable	**–**	**Mike Patton**
Constable	**–**	**Vacant**
Sheriff	**–**	**Mike Griffis**
County Court at Law Judge	**–**	**Christopher Clark**
County Court at Law Judge	**–**	**Brooke Hendricks**

County Auditor (Appointed)	**–**	**Tristan Marquez**


ECTOR COUNTY, TEXAS ORGANIZATIONAL CHART
VOTERS OF ECTOR COUNTY
PRECINCT 1
PRECINCT 2
PRECINCT 3
PRECINCT 4
COMMISSIONERS COURT:
COUNTY JUDGE
COMMISSIONER PRECINCT 1
COMMISSIONER PRECINCT 2
COMMISSIONER PRECINCT 3
COMMISSIONER PRECINCT 4
DISTRICT CLERK
RECORDS MANAGEMENT AND ARCHIVE FUNDS
DISTRICT ATTORNEY
COUNTY CLERK
RECORDS MANAGEMENT AND ARCHIVE FUNDS
COUNTY ATTORNEY
PRETRIAL INTERVENTION
COUNTY TREASURER
CONSTABLES
PRECINCT 1 PRECINCT 2
PRECINCT 3 PRECINCT 4
JUSTICE OF THE PEACE
PRECINCT 1 PRECINCT 2
PRECINCT 3 PRECINCT 4
JP TECHNOLOGY FUND
TAX ASSESSOR\COLLECTOR
SHERIFF
DETENTION CENTER
COURTHOUSE SECURITY
ANIMAL CONTROL
ELECTIONS ADMINISTRATOR
EXTENSION AGENTS
70th DISTRICT COURT
161st DISTRICT COURT
244th DISTRICT COURT
358th DISTRICT COURT
446th DISTRICT COURT
COUNTY AUDITOR
PURCHASING AGENT
ADULT PROBATION
COUNTY COURT AT LAW #1
JUVENILE PROBATION
COUNTY COURT AT LAW #2
HUMAN RESOURCES
INSURANCE
BUILDING MAINTENANCE
SENIOR CITIZENS
COLISEUM
POST SENTENCE MONITORING
VETERANS SERVICES
INFORMATION TECHNOLOGY
COUNTY LIBRARY
LAW LIBRARY
HEALTH DEPARTMENT
ENVIRONMENTAL ENFORCEMENT
DEBT SERVICE FUND
PUBLIC WORKS
CEMETERY
EQUIPMENT SERVICES
AIRPORT
ROAD AND BRIDGE
ROAD MAINTENANCE
SIGN SHOP
PARKS
ENGINEER
MEDICAL EXAMINER
COMPLIANCE DEPARTMENT
COURT TECHNOLOGY FUND
CHILD ABUSE PREVENTION

Phone (432) 498-4099
Fax (432) 498-4096

ECTOR COUNTY, TEXAS
Ector County Auditor's Office
1010 East 8th Street

May 29, 2026

Honorable District Judges of Ector County and
Honorable Members of the Ector County Commissioners' Court

The Annual Comprehensive Financial Report of Ector County, Texas for the fiscal year ended September 30, 2024 is hereby submitted. The report was prepared in accordance with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board and is in compliance with V.T.C.A., Local Government Code, Section 114.025.

The report consists of management's representations concerning the finances of Ector County. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of Ector County has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of Ector County's financial statements in conformity with accounting principles generally accepted in the United States of America. Because the cost of internal controls should not outweigh their benefits, Ector County's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Ector County's financial statements have been audited by Whitley Penn LLP, a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of Ector County for the fiscal year ended September 30, 2024, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that Ector County's financial statements for the fiscal year ended September 30, 2024, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

As part of the independent audit of the financial statements of Ector County, an audit in accordance with Government Auditing Standards was also conducted to test compliance over internal controls for financial reporting, compliance and other matters.

GAAP requires that management provide a narrative overview and analysis to accompany the financial statements in the form of a Management Discussion and Analysis (MD&A). This letter of transmittal should be read in conjunction with the MD&A, which can be found immediately following the report of the independent auditors in the Financial Section of this report.

PROFILE OF THE GOVERNMENT

In early 1881, the Texas and Pacific Railroad established a railroad between Fort Worth and El Paso. Along the way, the railroad established small warehouses to store equipment and house workers. One of these warehouses developed into what is now Ector County. In 1887, the population exceeded the required minimum of 150 residents to legally petition for the organization of a county, resulting in the formal organization of Ector County.

The County is a public corporation and political subdivision of the State of Texas. The general governing body of the County is the elected five-member Commissioners' Court in accordance with Article 5, Paragraph 18 of the Texas Constitution.

Commissioners serve four-year staggered terms, two members elected every two years. The County Judge is elected at large to serve a four-year term.

The Commissioners' Court sets the tax rates, establishes policies for County operations, approves contracts for the County and, develops and adopts the County budget within the resources as estimated by the County Auditor. The Commissioners' Court is also responsible for development of policies and procedures, approving financial commitments, and appointment of various department heads. The management and leadership provided by members of the Commissioners' Court and the elected and appointed officials of other key offices are crucial to the success of the County in financial management and growth.

The County Auditor has responsibilities for prescribing the systems and procedures for handling the finances of the County and "examining, auditing and approving" all disbursements from County funds prior to their submission to the Commissioners' Court for approval.

The County provides many services not ordinarily provided by any other entity of government and provides additional services in cooperation with other local governmental units. A primary service is the administration of justice, which includes the civil and criminal county and district courts, justices of the peace, constables, county and district attorneys, investigators, clerks of the courts, sheriff, jail, courthouse security, medical examiner and emergency management. Other functions performed by the County include the construction and maintenance of roads and bridges, independently or in cooperation with other entities; administration of public health services; assistance to indigents; and the provision of juvenile health, education and welfare services involving the care and correction of dependent or delinquent children.

It is the statutory responsibility of the County Auditor to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the Commissioners' Court of the County. Activities of the General Fund, Special Revenue Funds and Debt Service Fund are included in the annual appropriated budget. Expenditures cannot legally exceed appropriated amounts established by function and activity within the individual funds.

FACTORS AFFECTING FINANCIAL CONDITION

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which Ector County operates.

Local Economy. The County is in the heart of the "Great Permian Basin" oil production area and is a major oil field supply center for Texas and other oil producing states. In addition, Ector County is a major retail, social, civic, sports, and medical center for the area. These factors have helped provide some economic growth to the County; however, the economy is tied to that of the oil industry. After reaching unemployment high of 14.8% in 1986, the present unemployment rate is 3.7%. The September 30, 2024 unemployment rate was 3.6%

During 1999, the oil industry saw the price of oil fall to below $10 per barrel. As a result, activities in the oil field cut back drastically and oil related industries began to lay employees off and numerous companies discontinued operations. The future of Ector County and the oil industry as a whole was questionable. However, low oil prices where short lived. By the end of the fiscal year 2001, the price had increased in excess of $30 a barrel. Prior to the 2015 fiscal year, the price of West Texas Crude oil rose above $100 a barrel. As of September 30, 2024, the price per barrel was approximately $68. Since that date, the price per barrel has decreased to approximately $60. At September 30, 2024, the Permian Basin active rig count was 306 as compared to 215 for the same period in 2023. The Permian Basin, which includes Ector County, represents the largest oil production area in the United States.

During the 2013 Texas Legislative session, Ector County was successful in passing a 2% hotel motel occupancy tax. The tax, which became effective September 1, 2013, generated $1,892,699 in 2024 as compared to $1,447,622 in 2023. The purpose of the tax is to expand and operate the Ector County Coliseum which is the largest single tourist attraction in the County.

In 2024 the overall value of taxable property in the County increased by 18%, the most significant increase was seen in mineral properties. As the County continues to experience growth new properties are added to the tax roll to be utilized for County operations.

For additional information regarding the economic growth, visit www.odessatex.com.

FINANCIAL MANAGEMENT

The County's accounting system prioritizes strong internal controls to safeguard assets and ensure the reliability of financial records. While designed to provide reasonable assurance of accuracy, these controls balance cost effectiveness with operational efficiency.

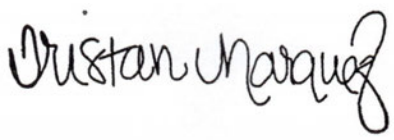
The annual budget serves as the foundation for financial planning and control. The County Judge holds public hearings before Commissioner's Court adopts the final budget, ensuring transparency and legal compliance. Budgetary controls prevent expenditures from exceeding appropriated amounts within each fund.

Financial policies underline maintaining healthy fund balances to support constituent services and capital improvement projects. By prioritizing fiscal responsibility, the County is prepared to navigate economic downturns while sustaining critical operations.

ACKNOWLEDGEMENTS

Acknowledgements. The Ector County Commissioners' Court and other County Officials responsible for the financial operation of Ector County have my sincere thanks for their assistance. I would also like to express my appreciation to the staff of the County Auditor's Office for the preparation of this report which would not have been possible without their dedicated service.

Sincerely,



Tristan Marquez
Ector County Auditor


THE STATE OF TEXAS
COUNTY OF ECTOR

FINANCIAL SECTION


THE STATE OF TEXAS
COUNTY OF ECTOR

whitleypenn

Odessa Office
7100 E. Texas Highway 191
Suite 400
Odessa, Texas 79765
432.362.3800 Main

whitleypenn.com

INDEPENDENT AUDITOR'S REPORT

The Honorable County Judge and
Members of the Commissioners' Court
Ector County, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Ector County, Texas (the County), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the County, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis, budgetary comparison information, pension information, and other-post employment benefit information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The Honorable County Judge and
Members of the Commissioners' Court
Ector County, Texas

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The combining and individual nonmajor fund financial statements and budgetary comparison schedules, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section and statistical section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 29, 2026 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Whitley Penn LLP

Odessa, Texas
May 29, 2026


THE STATE OF TEXAS
COUNTY OF ECTOR

This discussion and analysis of the Ector County, Texas (the County) financial performance provides an overview of the County's financial activities for the fiscal year ended September 30, 2024. The MD&A should be read in conjunction with the accompanying transmittal letter, the basic financial statements and the accompanying notes to those financial statements.

FINANCIAL HIGHLIGHTS

- At fiscal year end, the net position totaled $73,298,610, an increase of $31,659,318 from the previous year. Total net position includes $47,547,800 restricted for creditors, federal grants and other restrictions imposed by law and $47,534,556 invested in capital assets and an unrestricted deficit of $21,783,746.
- In contrast to the government-wide statements, the fund statements reported combined fund balances at year-end of $132,666,951; of which $29,953,810 or 22.6% represents unassigned fund balance. At the end of the fiscal year, the unassigned fund balance for the General Fund was $30,035,862, which represents an increase of $8,413,805 from the prior year.
- The General Fund's fund balance of $36,561,842, including $30,035,862 unassigned, represents 45.22% of the General Fund expenditures for fiscal year 2024.
- The County's bonded indebtedness decreased by $2,330,000 due regular principal payments during the year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains other required supplementary information in addition to the basic financial statements.

The Government-Wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the County's finances in a manner similar to a private sector business. They present the financial picture of the County from an economic resource measurement focus using the accrual basis of accounting. These statements include all assets of the County, including infrastructure, as well as all liabilities, including long-term debt. Additionally, certain eliminations have occurred in regards to interfund activity, payables and receivables.

The statement of net position presents information on all of the County's assets and liabilities and deferred outflows and inflows of resources, with the difference between the four reported as net position. Increases or decreases in net position contrasted with budgetary decisions should serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

The statement of activities presents information showing how the net position changed during the most recent fiscal year using full accrual basis of accounting. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods, e.g., earned but unused vacation/holiday leave and accounts receivable.

The government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues and from other business functions that are intended to recover all or a significant portion of their costs through user fees and charges. The governmental activities of the County include administrative, judicial, financial administration, law enforcement, correction, health and welfare, fire protection, cultural and recreation, library, maintenance, conservation of natural resources, highways and streets, elections, and interest on long-term debt.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. Unlike the government-wide financial statements, governmental funds financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the County's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. The governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The County maintains several special revenue funds, a Capital Project Fund, a Debt Service Fund, and the General Fund. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances for the General Fund, the American Rescue Plan fund, the Capital Projects Fund, and the Sales Tax District Fund, which are classified as major funds. Data from the other nonmajor governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary Funds. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The Internal Service Funds, a component of proprietary funds, are used to report activities that provide supplies and services for other programs and activities such as the County's Self-Funded Liability Fund, Self-Funded Health Benefit Fund and Vehicle Maintenance Fund. Because these services predominantly benefit governmental rather than business-type functions, the Internal Service Funds are reported with governmental activities in the government-wide financial statements.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside of the government. Fiduciary funds are not reported in the government-wide financial statements because the resources of those funds are not available to support the County's own programs. The basis of accounting used for fiduciary funds is much like that used for proprietary funds. The County's fiduciary activities are reported in separate Custodial funds.

Notes to the Basic Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain supplementary and combining and individual fund statements for the Debt Service Fund and Special Revenue Funds.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

In the case of the County, assets and deferred outflows exceeded liabilities and deferred inflows by $73,298,610 at the close of this fiscal year.

STATEMENT OF NET POSITION

	Governmental Activities		Business-Type Activities		Total Activities	
	2024	2023	2024	2023	2024	2023
Current and Other Assets	$ 171,001,265	$ 161,645,291	$ 4,873,475	$ 4,790,067	$ 175,874,740	$ 166,435,358
Capital assets, net	47,927,531	70,345,431	13,943,775	14,645,619	61,871,306	84,991,050
Total Assets	218,928,796	231,990,722	18,817,250	19,435,686	237,746,046	251,426,408
Deferred Outflows of Resources	17,453,603	21,723,248	-	-	17,453,603	21,723,248
Current Liabilities	28,499,194	35,205,176	282,862	292,250	28,782,056	35,497,426
Long-Term Liabilities	125,425,660	136,946,343	44,022	55,359	125,469,682	137,001,702
Non Departmental and Other	153,924,854	172,151,519	326,884	347,609	154,251,738	172,499,128
Deferred Inflows of Resources	25,136,650	35,555,220	2,512,651	2,602,249	27,649,301	38,157,469
Net Investment in Capital Assets	33,593,737	52,412,962	13,940,819	14,590,260	47,534,556	67,003,222
Restricted	47,547,800	34,312,984	-	-	47,547,800	34,312,984
Unrestricted (deficit)	(23,820,642)	(40,718,715)	2,036,896	1,895,568	(21,783,746)	(38,823,147)
Total Net Position	$ 57,320,895	$ 46,007,231	$ 15,977,715	$ 16,485,828	$ 73,298,610	$ 62,493,059

The largest portion of the County's current fiscal year net position is reflected in its investment in capital assets, e.g. land, improvements other than buildings, infrastructure, machinery and equipment, less any related debt to acquire those assets that is still outstanding. The main use of these capital assets is to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that resources needed to repay the debt must be provided from other sources, since the capital assets themselves cannot be utilized to liquidate these liabilities.

Deferred Outflows and Inflows of Resources relate to the County's defined pension plan and other post-employment benefit obligations (OPEB). See Notes 7 and 8.

The unrestricted portion of the County's net position decreased $21,775,600 from the previous year. During the year, the County's current year recognized an increase in other post-employment benefits (OPEB) of $3,539,943 resulting in a OPEB liability of $64,711,931 as reflected in Note 8, and the current year's net pension liability decreased by $11,546,226 resulting in a net pension liability of $12,363,771 as reflected in Note 7.

The restricted balance of the County's net position represents restricted resources to repay future debt, restricted for creditors and restricted by law which increased $13,226,670 from the prior year.

At the end of the fiscal year, in the governmental activities, the unrestricted net position reflected a negative $23,812,496, which is attributable largely to the OPEB and pension liabilities.

The following table indicates changes in net position for governmental activities and business-type activities:

STATEMENT OF ACTIVITIES

	Governmental Activities		Business-Type Activities		Total Activities	
	2024	2023	2024	2023	2024	2023
Revenues						
Program Revenues:						
Charges for Services	$ 18,543,901	$ 13,291,738	$ 1,265,262	$ 1,092,196	$ 19,809,163	$ 14,383,934
Operating Grants and Contributions	12,458,803	8,498,343	329,520	57,364	12,788,323	8,555,707
General Revenues:						
Property Taxes	70,729,763	60,609,187	2,543	-	70,732,306	60,609,187
Bingo Taxes	137,423	125,002	-	-	137,423	125,002
Mixed Beverage Taxes	982,597	899,822	-	-	982,597	899,822
Hotel Occupancy Tax	946,349	723,811	948,952	723,811	1,895,301	1,447,622
Oil royalties	1,196,500	-	-	-	1,196,500	-
Sales Tax	35,364,306	36,949,285	-	-	35,364,306	36,949,285
Investment Earnings	7,398,709	5,399,455	129,606	123,740	7,528,315	5,523,195
Miscellaneous	1,481,781	1,640,991	-	-	1,481,781	1,640,991
Total Revenues	149,240,132	128,137,634	2,675,883	1,997,111	151,916,015	130,134,745
Expenses						
Administrative	12,919,467	7,380,795	-	-	12,919,467	7,380,795
Judicial	17,281,764	18,509,904	-	-	17,281,764	18,509,904
Financial administration	6,089,700	7,472,598	-	-	6,089,700	7,472,598
Law enforcement	13,624,362	12,802,058	-	-	13,624,362	12,802,058
Correction	25,905,524	23,498,540	-	-	25,905,524	23,498,540
Health and welfare	3,211,143	2,524,692	-	-	3,211,143	2,524,692
Fire protection	922,112	911,638	-	-	922,112	911,638
Cultural-recreation	960,553	842,209	-	-	960,553	842,209
Library	2,037,281	1,954,483	-	-	2,037,281	1,954,483
Maintenance	22,672,401	5,943,007	-	-	22,672,401	5,943,007
Conservation of natural resources	284,540	189,146	-	-	284,540	189,146
Highways and streets	7,655,947	7,950,504	-	-	7,655,947	7,950,504
Planning and development	1,445,741	767,152	-	-	1,445,741	767,152
Election	801,617	719,259	-	-	801,617	719,259
Interest on long-term debt	1,181,446	1,306,554	-	-	1,181,446	1,306,554
Coliseum	-	-	2,605,961	2,503,842	2,605,961	2,503,842
Airport	-	-	697,548	665,713	697,548	665,713
Total Expenses	116,993,598	92,772,539	3,303,509	3,169,555	120,297,107	95,942,094
Excess (deficiency) Before Transfers/Gain on Sale of Capital Assets	32,246,534	35,365,095	(627,626)	(1,172,444)	31,618,908	34,192,651
Gain on Sale of Assets	40,410	199,923	-	-	40,410	199,923
Transfers	(119,513)	-	119,513	-	-	-
Total Transfer/Gain on Sale	(79,103)	199,923	119,513	-	40,410	199,923
Changes in Net Position	32,167,431	35,565,018	(508,113)	(1,172,444)	31,659,318	34,392,574
Net Position - Beginning	46,007,231	10,442,213	16,485,828	17,658,272	62,493,059	28,100,485
Prior Period Adjustment	(20,853,767)	-	-	-	(20,853,767)	-
Net Position - Ending	$ 57,320,895	$ 46,007,231	$ 15,977,715	$ 16,485,828	$ 73,298,610	$ 62,493,059

Governmental Activities. Net position of the governmental activities increased by $32,167,431 during the year. Total revenues increased approximately $21.1 million over prior year. The increase is due to property taxes, charges for services, and gain on investments increased approximately $10.1 million, $5.3 million and $2 million respectively from the prior year.

Total expenses increased $24.2 million, which is primarily attributable to the increase in maintenance and administrative expenditures.

Business-Type Activities. Net position of the business-type activities decreased from the previous year by $508,113 and was primarily the result of an overall increase in expenses as well as expenses exceeding the revenues.

FINANCIAL ANALYSIS OF GOVERNMENTAL FUNDS

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Fund accounting and budget control has been the framework of the County's fiscal management and accountability.

Governmental Funds. As of the end of the current fiscal year, the County's governmental funds reported combined ending fund balances of $132,666,951, an increase of $38,768,924 or 41% in comparison to the prior year. The unassigned fund balance of $29,953,810 represents 22.6% of total fund balance and is used as a management and budgetary tool for spending at the County's discretion. Unassigned fund balance increased $8,413,805 from the prior year. The remainder of fund balance is allocated between nonspendable, restricted, committed and assigned as per the County's Fund Balance Policy, and is not available for any new spending. The increase in fund balance is due to an increase in property taxes as well as increase in charges for services.

The American Rescue Plan Fund has a total fund balance of $1,649,601, an increase of $798,988 as compared with the prior year.

The Capital Projects Fund accounts for revenues and expenditures relating to the acquisition and construction of major capital projects. The fund balance of $33,933,173 at the end of the year increased $885,048 over prior year due to ongoing construction projects and increased performance of investments resulting in $1,817,214 in interest earnings.

The Sales Tax District Fund accounts for revenues and expenditures relating to a voter approved sales tax that was approved in November 2019 and collections began in April 2020. These funds are restricted by law and can only be used in accordance with the Local Government Code. The fund balance of $48,501,925 is an decrease of $1,284,653 over prior year and it represents an excess of collections over expenditures.

Proprietary Funds. Business-type funds provide the same type of information found in the government-wide financial statements, but in more detail. The County has two business-type funds, the Ector County Coliseum and the Ector County Airport. With the exception of the Coliseum, which receives hotel occupancy tax revenues to support its activities, the business-type funds operate from charges for current services. For the current fiscal year, the Coliseum reported a decrease in net position from the prior year of $370,799. The decrease is mainly represented by a depreciation expense in the amount of $719,810 and decrease of operating revenues. The Airport reflected a decrease in net position from the prior year of $137,314. The decrease in net position at the Airport is attributable to an operating loss of $211,382, which includes depreciation expense in the amount of $400,794.

General Fund Budgetary Highlights

The General Fund is the chief operating fund of the County. At the end of the current fiscal year, general fund revenues resulted in a positive budget variance of $1,533,677. Expenditures in the General Fund were under budget by $5,194,127. Ector County budgets for full employment, however due to the local economy; numerous vacancies remained unfilled during the fiscal year resulting in a personnel budget surplus in all expense categories. Ector County, along with other governments and non-oil related industries cannot compete with the oil companies' salaries and benefits.

DEBT ADMINISTRATION AND CAPITAL ASSETS

Long-term Debt. At September 30, 2024, the County had a total long-term debt outstanding in the amount of $46,876,497, a net decrease from the prior year of $3,598,675. The decrease includes the payment on principal of in the amount of $2,330,000 during the year related to scheduled debt payments.

The County's bond rating is "AA-" from Standard & Poor's which is a decrease from AA in the 2017 fiscal year, and "Aa3" from Moody's for general obligation debt.

The following represents the activity of the long-term debt of the County for fiscal year 2024:

	Balance October 1, 2023	Additions	Reductions	Balance September 30, 2024
Tax Notes - Series 2017	$ 20,460,000	$ -	$ (1,085,000)	$ 19,375,000
Certificates of Obligation - Series 2020	19,275,000	-	(1,245,000)	18,030,000
Bond Premium	3,995,995	-	(285,472)	3,710,523
Finance Purchased Agreement	5,971,335	-	(362,004)	5,609,331
Leases Payable	232,017	-	(80,374)	151,643
SBITA Payable	540,825	-	(540,825)	-
	$ 50,475,172	$ -	$ (3,598,675)	$ 46,876,497

See notes to the financial statements for additional detail related to debt and long-term obligations.

Capital Assets. The capital assets of the County are those assets, land, buildings, intangibles, and improvements other than buildings, roads, machinery and equipment and construction in progress, which are used in the performance of the County's functions including infrastructure assets. At September 30, 2024, net capital assets of the governmental activities totaled $47,927,531, reflecting a net decrease of $22.4 million. Net capital assets of the business-type activities totaled $13,943,775, reflecting a net decrease of $0.7 million from the prior year. Depreciation/amortization on capital assets is recognized in the Government-wide financial statements and proprietary funds and totaled $5.9 million for governmental activities and $1.1 million for business-type activities.

Ector County's Capital Assets
(Net of Depreciation/Amortization)

	Governmental Activities		Business-Type Activities		Total Activities	
	2024	2023	2024	2023	2024	2023
Land	$ 2,020,404	$ 2,020,404	$ 737,762	$ 737,762	$ 2,758,166	$ 2,758,166
Buildings	27,332,422	29,008,987	5,333,279	5,617,247	32,665,701	34,626,234
Improvements Other Than Buildings	7,301,285	7,571,575	2,637,518	3,078,164	9,938,803	10,649,739
Machinery and equipment	7,692,656	6,097,323	611,457	308,796	8,304,113	6,406,119
Right-to-use assets	150,320	230,713	2,930	4,395	153,250	235,108
SBITA assets	-	533,356	-	-	-	533,356
Infrastructure	3,407,194	4,026,532	4,620,829	4,899,255	8,028,023	8,925,787
Construction in Progress	23,250	20,856,541	-	-	23,250	20,856,541
	$ 47,927,531	$ 70,345,431	$ 13,943,775	$ 14,645,619	$ 61,871,306	$ 84,991,050

Additional information on the County's capital assets and debt can be found in Notes 6 and 10 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

For fiscal year 2019, the Commissioner's Court authorized an election in the area of Ector County outside the city limits of Odessa to develop a sales tax district to include an additional 1.25 cent sales tax, which the voters did pass. The tax began being assessed in April 2020. While the sales tax is required to be expended within the district, the majority of the County's operations: law enforcement, jail, and road maintenance are within the district and the receipt of sales tax will affect the amount of required ad valorem taxes throughout the County. For fiscal year 2025, the Commissioner's Court budgeted $33,000,000 in revenues and $34,321,474 in expenditures for the sales tax district.

The annual budget is developed to provide efficient, effective, and controlled use of the County's resources, as well to accomplish the highest priority objectives. Through the budget, the Commissioners' Court sets the direction of the County, allocates its resources, and establishes its priorities.

The fiscal year 2025 budget was adopted by September 30, 2024, with total General Fund expenditures of $74,822,971 a 2% increase from the fiscal year 2024 actual expenditures. The total property tax rate for fiscal year 2025 is $.350 per $100 of valuation. Increases in the fiscal year 2025 budget compared to fiscal year 2024 actual expenditures in the General Fund can be attributed to strategic departmental raises, and addition of new staff positions that the Commissioners Court approved. All other operating expenditures were held comparable to the previous year.

It should also be noted that for fiscal year 2025, the Commissioners' Court has adopted a deficit budget, that will result in $597,339 in additional general fund balance.

REQUEST FOR INFORMATION

This financial report is designed to provide our citizens, taxpayers, and investors with a general overview of the County's finances and to show the County's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact the Ector County Auditor at 1010 East 8th Street, Odessa, Texas 79761, 432-498-4099, or visit the County's web site at www.co.ector.tx.us.


THE STATE OF TEXAS
COUNTY OF ECTOR

BASIC FINANCIAL STATEMENTS


THE STATE OF TEXAS
COUNTY OF ECTOR

ECTOR COUNTY, TEXAS

STATEMENT OF NET POSITION

September 30, 2024

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and cash equivalents	$ 14,518,805	$ 817,358	$ 15,336,163
Investments	146,314,182	1,551,697	147,865,879
Receivables (Net of Allowance for Uncollectibles):			
Accounts receivable	9,870,835	4,613	9,875,448
Lease receivable	-	2,543,113	2,543,113
Internal balances	43,306	(43,306)	-
Inventories	48,689	-	48,689
Prepaid expenses	105,391	-	105,391
Due from other governments	100,057	-	100,057
Capital Assets not being depreciated	2,043,654	737,762	2,781,416
Capital Assets, net of accumulated depreciation/amortization	45,883,877	13,206,013	59,089,890
Total Assets	218,928,796	18,817,250	237,746,046
Deferred Outflows of Resources:			
Pension related	7,473,885	-	7,473,885
OPEB related	9,979,718	-	9,979,718
Total Deferred Outflows of Resources:	17,453,603	-	17,453,603
Liabilities			
Accounts payable and other liabilities	7,582,541	182,583	7,765,124
Accrued interest payable	170,133	-	170,133
Other liabilities	342,862	-	342,862
Due to other governments	1,353,606	840	1,354,446
Unearned revenue	19,050,052	99,439	19,149,491
Noncurrent Liabilities:			
Due within one year:			
Bonds, leases, SBITAs, compensated absences	4,386,029	42,539	4,428,568
Due in more than one year:			
Bonds, leases, SBITAs, compensated absences	43,963,929	1,483	43,965,412
Net pension liability	12,363,771	-	12,363,771
Total OPEB liability	64,711,931	-	64,711,931
Total Liabilities	153,924,854	326,884	154,251,738
Deferred Inflows of Resources			
Pension related	720,915	-	720,915
OPEB related	24,415,735	-	24,415,735
Leases related	-	2,512,651	2,512,651
Total Deferred Inflows of Resources	25,136,650	2,512,651	27,649,301
Net Position			
Net investment in capital assets	33,593,737	13,940,819	47,534,556
Restricted for:			
Creditors	7,165,497	-	7,165,497
Federal Grants	1,649,601	-	1,649,601
Imposed by law, program purposes	38,589,356	-	38,589,356
Debt service	143,346	-	143,346
Unrestricted (deficit)	(23,820,642)	2,036,896	(21,783,746)
Total Net Position	$ 57,320,895	$ 15,977,715	$ 73,298,610

STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions
Primary Government			
Governmental Activities:			
Administrative	$ 12,919,467	$ 4,761,514	$ 8,981,402
Judicial	17,281,764	8,549,280	123,812
Financial administration	6,089,700	775,717	105,488
Law enforcement	13,624,362	-	775,000
Correction	25,905,524	126,112	1,781,452
Health and welfare	3,211,143	1,103,399	-
Fire protection	922,112	713,753	590,568
Cultural-recreation	960,553	13,045	-
Library	2,037,281	52,673	75,000
Maintenance	22,672,401	-	-
Conservation of natural resources	284,540	-	-
Highways and streets	7,655,947	2,379,134	26,081
Planning and development	1,445,741	-	-
Election	801,617	69,274	-
Interest on long-term debt	1,181,446	-	-
Total Governmental Activities	116,993,598	18,543,901	12,458,803
Business-Type Activities:			
Coliseum	2,605,961	1,108,616	-
Airport	697,548	156,646	329,520
Total Business-Type Activities	3,303,509	1,265,262	329,520
Total Primary Government	$ 120,297,107	$ 19,809,163	$ 12,788,323

STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2024

	Changes in Net Position		
	Primary Government		
Functions/Programs	**Governmental Activities**	**Business-Type Activities**	**Total**
Primary Government			
Governmental Activities:			
Administrative	$ 823,449	$ -	$ 823,449
Judicial	(8,608,672)	-	(8,608,672)
Financial administration	(5,208,495)	-	(5,208,495)
Law enforcement	(12,849,362)	-	(12,849,362)
Correction	(23,997,960)	-	(23,997,960)
Health and welfare	(2,107,744)	-	(2,107,744)
Fire protection	382,209	-	382,209
Cultural-recreation	(947,508)	-	(947,508)
Library	(1,909,608)	-	(1,909,608)
Maintenance	(22,672,401)	-	(22,672,401)
Conservation of natural resources	(284,540)	-	(284,540)
Highways and streets	(5,250,732)	-	(5,250,732)
Planning and development	(1,445,741)	-	(1,445,741)
Election	(732,343)	-	(732,343)
Interest on long-term debt	(1,181,446)	-	(1,181,446)
Total Governmental Activities	(85,990,894)	-	(85,990,894)
Business-Type Activities:			
Coliseum	-	(1,497,345)	(1,497,345)
Airport	-	(211,382)	(211,382)
Total Business-Type Activities	-	(1,708,727)	(1,708,727)
Total Primary Government	(85,990,894)	(1,708,727)	(87,699,621)
General Revenues:			
Property taxes	70,729,763	2,543	70,732,306
Bingo tax	137,423	-	137,423
Mixed beverage tax	982,597	-	982,597
Hotel occupancy tax	946,349	948,952	1,895,301
Sales Tax	35,364,306	-	35,364,306
Oil royalties	1,196,500	-	1,196,500
Investment earnings	7,398,709	129,606	7,528,315
Miscellaneous	1,481,781	-	1,481,781
Gain on sale of capital assets	40,410	-	40,410
Transfers	(119,513)	119,513	-
Total General Revenues and Transfers	118,158,325	1,200,614	119,358,939
Change in net position	32,167,431	(508,113)	31,659,318
Net Position, Beginning of Year, as Previously Stated	46,007,231	16,485,828	62,493,059
Prior Period Adjustment	(20,853,767)	-	(20,853,767)
Net Position, Beginning of Year, as Restated	25,153,464	16,485,828	41,639,292
Net Position, End of Year	$ 57,320,895	$ 15,977,715	$ 73,298,610

ECTOR COUNTY, TEXAS
GOVERNMENTAL FUNDS - BALANCE SHEET
September 30, 2024

	General Fund	American Rescue Plan Fund	Capital Projects Fund
Assets			
Cash and cash equivalents	$ 2,231,150	$ -	$ 6,100,753
Investments	39,389,487	20,620,182	27,833,617
Property taxes receivable	7,160,034	-	-
Less allowance for uncollectible taxes	(6,802,033)	-	-
Accounts receivable, net	3,171,426	-	18,004
Due from other funds	669,561	-	-
Due from fiduciary funds	250,070	-	-
Due from other governments	-	-	-
Inventories	48,689	-	-
Prepaid items	58,979	-	-
Total Assets	$ 46,177,363	$ 20,620,182	$ 33,952,374
Liabilities, Deferred Inflow of Resources, and Fund Balances			
Liabilities:			
Accounts payable	$ 3,918,503	$ 251,047	$ 19,201
Accrued expenses	173,182	-	-
Due to other funds	230,067	-	-
Due to fiduciary funds	148,800	-	-
Due to other governments	1,353,283	-	-
Unearned revenue	55,293	18,719,534	-
Total Liabilities	5,879,128	18,970,581	19,201
Deferred Inflow of Resources:			
Unavailable revenue	3,736,393	-	-
Fund Balances			
Nonspendable:			
Inventories and prepaid items	107,668	-	-
Restricted:			
Creditors	5,271,786	-	-
Capital projects	-	-	32,542,703
Imposed by law	-	-	791,888
Retirement of long-term debt	-	-	-
Federal grants	-	1,649,601	-
Committed:			
Program purposes	308,510	-	-
Assigned	838,016	-	598,582
Unassigned	30,035,862	-	-
Total Fund Balances	36,561,842	1,649,601	33,933,173
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 46,177,363	$ 20,620,182	$ 33,952,374

GOVERNMENTAL FUNDS - BALANCE SHEET
September 30, 2024

	Sales Tax District	Nonmajor Governmental Funds	Total Governmental Funds
Assets			
Cash and cash equivalents	$ 50,134	$ 3,583,864	$ 11,965,901
Investments	45,006,745	8,999,605	141,849,636
Property taxes receivable	-	865,008	8,025,042
Less allowance for uncollectible taxes	-	(821,758)	(7,623,791)
Accounts receivable, net	5,763,523	70,718	9,023,671
Due from other funds	-	216,298	885,859
Due from fiduciary funds	-	-	250,070
Due from other governments	-	236,919	236,919
Inventories	-	-	48,689
Prepaid items	46,412	-	105,391
Total Assets	$ 50,866,814	$ 13,150,654	$ 164,767,387
Liabilities, Deferred Inflow of Resources, and Fund Balances			
Liabilities:			
Accounts payable	$ 1,681,997	$ 478,329	$ 6,349,077
Accrued expenses	-	-	173,182
Due to other funds	682,892	376,592	1,289,551
Due to fiduciary funds	-	-	148,800
Due to other governments	-	323	1,353,606
Unearned revenue	-	275,000	19,049,827
Total Liabilities	2,364,889	1,130,244	28,364,043
Deferred Inflow of Resources:			
Unavailable revenue	-	-	3,736,393
Fund Balances			
Nonspendable:			
Inventories and prepaid items	46,412	-	154,080
Restricted:			
Creditors	1,415,382	478,329	7,165,497
Capital projects	-	-	32,542,703
Imposed by law	26,507,656	11,289,812	38,589,356
Retirement of long-term debt	-	313,479	313,479
Federal grants	-	-	1,649,601
Committed:			
Program purposes	-	-	308,510
Assigned	20,532,475	20,842	21,989,915
Unassigned	-	(82,052)	29,953,810
Total Fund Balances	48,501,925	12,020,410	132,666,951
Total Liabilities, Deferred Inflow of Resources, and Fund Balances	$ 50,866,814	$ 13,150,654	$ 164,767,387


THE STATE OF TEXAS
COUNTY OF ECTOR

ECTOR COUNTY, TEXAS

GOVERNMENTAL FUNDS
RECONCILIATION OF THE BALANCE SHEET FOR GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
September 30, 2024

Amounts Reported for Governmental Activities in the Statement of Net Position Are Different Because:

Total Fund Balances	$ 132,666,951
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds (excludes internal service funds)	47,635,051
Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred in the funds	3,736,393
Internal service funds are used by management to charge the costs of fleet management and self-insurance costs to individual funds. The assets, liabilities and net position of the internal service funds are included in governmental activities in the statement of net position.	6,561,340
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.	(125,595,793)
Deferred outflows and inflows of resources, net	(7,683,047)
Net Position of Governmental Activities	$ 57,320,895

ECTOR COUNTY, TEXAS

GOVERNMENTAL FUNDS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

For the Year Ended September 30, 2024

	General Fund	American Rescue Plan Fund	Capital Projects Fund
Revenues			
Property tax, penalties and interest	$ 60,485,928	$ -	$ -
Sales tax	-	-	-
Fines and forfeitures	1,833,300	-	-
Licenses and permits	338,438	-	-
Intergovernmental charges	2,881,187	8,346,807	-
Charges for current services	8,268,258	-	67,734
Investment income	2,618,569	-	1,817,214
Other Revenue	1,671,488	3,903	1,223,500
Hotel Occupancy tax	-	-	946,349
Total Revenues	78,097,168	8,350,710	4,054,797
Expenditures			
Current:			
Administrative	1,951,729	7,496,521	-
Judicial	17,110,648	-	-
Financial administration	6,282,315	-	-
Law enforcement	11,645,917	-	-
Correction	16,044,573	-	-
Health and welfare	1,410,825	-	-
Fire protection	-	-	-
Cultural – recreation	681,701	-	-
Library	1,973,799	-	-
Maintenance	6,498,705	-	-
Conservation of natural resources	284,540	-	-
Highways and streets	-	-	-
Planning and development	-	-	-
Election	-	-	-
Non Departmental and other	1,443,381	-	2,847,196
Debt service:			
Principal	956,483	-	-
Interest	141,060	-	-
Capital outlay	-	55,201	203,040
Total Expenditures	66,425,676	7,551,722	3,050,236
Excess (deficiency) of revenues over expenditures	11,671,492	798,988	1,004,561
Other Financing Sources (Uses)			
Transfers in	-	-	-
Transfers (out)	(1,465,000)	-	(119,513)
Total Other Financing Sources (Uses)	(1,465,000)	-	(119,513)
Net changes in fund balances	10,206,492	798,988	885,048
Fund Balances, Beginning of Year	26,355,350	850,613	33,048,125
Fund Balances, End of Year	$ 36,561,842	$ 1,649,601	$ 33,933,173

GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
For the Year Ended September 30, 2024

	Sales Tax District	Nonmajor Governmental Funds	Total Governmental Funds
Revenues			
Property tax, penalties and interest	$ -	$ 10,152,370	$ 70,638,298
Sales tax	35,364,306	-	35,364,306
Fines and forfeitures	-	-	1,833,300
Licenses and permits	-	-	338,438
Intergovernmental charges	-	3,665,742	14,893,736
Charges for current services	-	3,483,587	11,819,579
Investment income	2,400,033	383,723	7,219,539
Other Revenue	215,605	88,721	3,203,217
Hotel Occupancy tax	-	-	946,349
Total Revenues	37,979,944	17,774,143	146,256,762
Expenditures			
Current:			
Administrative	-	8,388	9,456,638
Judicial	-	1,323,643	18,434,291
Financial administration	-	-	6,282,315
Law enforcement	2,904,111	784,381	15,334,409
Correction	9,961,847	1,623,340	27,629,760
Health and welfare	1,040,797	495,166	2,946,788
Fire protection	921,750	-	921,750
Cultural – recreation	-	235,763	917,464
Library	-	143,106	2,116,905
Maintenance	-	-	6,498,705
Conservation of natural resources	-	-	284,540
Highways and streets	2,111,025	5,272,692	7,383,717
Planning and development	1,445,741	-	1,445,741
Election	-	853,056	853,056
Non Departmental and other	-	-	4,290,577
Debt service:			
Principal	-	2,340,750	3,297,233
Interest	-	1,481,053	1,622,113
Capital outlay	20,879,326	35,826	21,173,393
Total Expenditures	39,264,597	14,597,164	130,889,395
Excess (deficiency) of revenues over expenditures	(1,284,653)	3,176,979	15,367,367
Other Financing Sources (Uses)			
Transfers in	-	1,465,000	1,465,000
Transfers (out)	-	-	(1,584,513)
Total Other Financing Sources (Uses)	-	1,465,000	(119,513)
Net changes in fund balances	(1,284,653)	4,641,979	15,247,854
Fund Balances, Beginning of Year	49,786,578	7,378,431	117,419,097
Fund Balances, End of Year	$ 48,501,925	$ 12,020,410	$ 132,666,951

ECTOR COUNTY, TEXAS

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2024

Amounts reported for governmental activities in the statement of activities are different because:	
Net Change in Fund Balances-Total Governmental Funds	$ 15,247,854
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital outlays in the current period.	(1,452,718)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	2,517,238
The issuance of long-term debt (e.g. bonds, leases, SBITAs) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, had any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.	11,319,486
Some expenses reported in the statement of activities that do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	6,365,059
The internal service funds are used by management to charge the costs of fleet management and self-insurance costs to individual funds. The net revenue of certain activities of internal service funds is reported with governmental activities.	(1,829,488)
Change in Net Position of Government Activities	$ 32,167,431

ECTOR COUNTY, TEXAS
PROPRIETARY FUNDS
STATEMENT OF NET POSITION
September 30, 2024

	Business-Type Activities – Enterprise Funds			Governmental Activities Internal Service Funds
	Coliseum	Airport	Total	
Assets				
Current Assets:				
Cash and cash equivalents	$ 631,961	$ 185,397	$ 817,358	$ 2,552,904
Investments	1,126,603	425,094	1,551,697	4,464,546
Accounts receivable, net	481	4,132	4,613	309,051
Leases receivable	-	2,543,113	2,543,113	-
Due from other funds	2,029	585	2,614	196,928
Total Current Assets	1,761,074	3,158,321	4,919,395	7,523,429
Property, Plant, and Equipment:				
Land	653,000	84,762	737,762	135,700
Building	9,341,657	2,244,937	11,586,594	581,028
Improvements	8,743,844	3,638,842	12,382,686	37,466
Equipment	1,745,064	453,534	2,198,598	8,763,150
Right-to-use assets	7,324	-	7,324	-
Infrastructure	807,803	10,501,718	11,309,521	-
Less accumulated depreciation/amortization	(13,999,077)	(10,279,633)	(24,278,710)	(9,224,864)
Net Property, Plant, and Equipment	7,299,615	6,644,160	13,943,775	292,480
Total Assets	9,060,689	9,802,481	18,863,170	7,815,909
Liabilities				
Current Liabilities:				
Accounts payable and other liabilities	75,560	107,023	182,583	1,254,569
Compensated absences payable	40,902	164	41,066	-
Unearned revenues	99,439	-	99,439	-
Lease payable	1,473	-	1,473	-
Due to other governments	840	-	840	-
Due to other funds	30,432	15,488	45,920	-
Total Current Liabilities	248,646	122,675	371,321	1,254,569
Noncurrent Liabilities:				
Lease payable	1,483	-	1,483	-
Total Noncurrent Liabilities	1,483	-	1,483	-
Total Liabilities	250,129	122,675	372,804	1,254,569
Deferred Inflows of Resources				
Deferred inflows relating to leases	-	2,512,651	2,512,651	-
Total Deferred Inflows of Resources	-	2,512,651	2,512,651	-
Net Position:				
Investment in capital assets	7,296,659	6,644,160	13,940,819	292,480
Unrestricted	1,513,901	522,995	2,036,896	6,268,860
Total Net Position	$ 8,810,560	$ 7,167,155	$ 15,977,715	$ 6,561,340

ECTOR COUNTY, TEXAS

PROPRIETARY FUNDS

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

For the Year Ended September 30, 2024

	Business-Type Activities Enterprise Funds			Governmental Activities Internal Service Funds
	Coliseum	Airport	Total	
Operating Revenues				
Charges for current services	$ 1,108,616	$ 156,646	$ 1,265,262	$ 16,520,863
Other revenues	-	329,520	329,520	-
Total Operating Revenues	1,108,616	486,166	1,594,782	16,520,863
Operating Expenses				
Salaries	742,909	25,741	768,650	-
Employee benefits	326,927	7,053	333,980	-
Auto allowance	4,200	-	4,200	-
Departmental supplies and other	60,920	111,996	172,916	892,289
Maintenance and repairs	160,426	54,955	215,381	255,437
Professional services	31,174	100	31,274	1,866,491
Utilities	456,997	53,127	510,124	23,224
Insurance	70,408	41,627	112,035	3,764,742
Claims	-	-	-	11,615,925
Other	32,190	2,155	34,345	-
Depreciation/amortization	719,810	400,794	1,120,604	111,415
Total Operating Expenses	2,605,961	697,548	3,303,509	18,529,523
Operating income (loss)	(1,497,345)	(211,382)	(1,708,727)	(2,008,660)
Nonoperating Revenue (Expenses)				
Investment income	56,117	73,489	129,606	179,172
Hotel Occupancy Tax	948,952	-	948,952	-
Property tax, penalties and interest	1,964	579	2,543	-
Total Nonoperating Revenue (Expenses)	1,007,033	74,068	1,081,101	179,172
Income (loss) before transfers	(490,312)	(137,314)	(627,626)	(1,829,488)
Transfers				
Transfers in	119,513	-	119,513	-
Total Transfers	119,513	-	119,513	-
Change in net position	(370,799)	(137,314)	(508,113)	(1,829,488)
Net Position, Beginning of Year	9,181,359	7,304,469	16,485,828	8,390,828
Net Position, End of Year	$ 8,810,560	$ 7,167,155	$ 15,977,715	$ 6,561,340

ECTOR COUNTY, TEXAS

PROPRIETARY FUNDS

STATEMENT OF CASH FLOWS

For the Year Ended September 30, 2024

	Business-Type Activities Enterprise Funds			
	Coliseum	Airport	Total	Governmental Activities Internal Service Funds
Cash Flows from Operating Activities				
Cash received from customers	$ 1,182,529	$ 147,197	$ 1,329,726	$16,375,402
Cash received from miscellaneous sources	-	329,520	329,520	-
Cash received from other income	-	-	-	-
Cash paid to employees	(1,079,873)	(32,630)	(1,112,503)	-
Cash paid for goods and services	(794,936)	(276,148)	(1,071,084)	(18,507,886)
Net Cash Provided by (Used in) Operating Activities	(692,280)	167,939	(524,341)	(2,132,484)
Cash Flows from Noncapital Financing				
Hotel occupancy tax	948,952	-	948,952	-
Transfer	119,513	-	119,513	-
Property tax, penalties and interest	1,964	579	2,543	-
Net Cash Provided by (Used in) Noncapital Financing Activities	1,070,429	579	1,071,008	-
Cash Flows from Capital and Related Financing Activities				
Acquisition of capital assets	(125,259)	(293,501)	(418,760)	-
Net Cash Provided by (Used in) Capital and Related Financing Activities	(125,259)	(293,501)	(418,760)	-
Cash Flows From Investing Activities				
Purchase of investments	-	-	-	(68,381)
Proceeds from sale of investments	(58,392)	70,809	12,417	3,930,154
Investment income received on investments	56,117	73,489	129,606	179,172
Net Cash Provided by (Used in) Investing Activities	(2,275)	144,298	142,023	4,040,945
Net Change in Cash	250,615	19,315	269,930	1,908,461
Cash, Beginning of Year	381,346	166,082	547,428	644,443
Cash, End of Year	$ 631,961	$ 185,397	$ 817,358	$ 2,552,904
Operating income (loss)	$ (1,497,345)	$ (211,382)	$ (1,708,727)	$ (2,008,660)
Adjustments to Reconcile Operating Loss Income to Net Cash Used In Operating Activities:				
Depreciation/amortization	719,810	400,794	1,120,604	111,415
(Increase) decrease in accounts receivable	50,065	11,922	61,987	20,040
(Increase) decrease in lease receivable	-	68,812	68,812	-
Increase (decrease) in due from other funds	(2,029)	(585)	(2,614)	(145,461)
Decrease (increase) in due from other governments	840	-	840	-
Increase (decrease) in accounts payable	(8,429)	(27,676)	(36,105)	(109,818)
Increase (decrease) in compensated absences	(10,037)	164	(9,873)	-
Increase (decrease) in deferred inflows related to leases	-	(89,598)	(89,598)	-
Increase (decrease) in due to other funds	30,432	15,488	45,920	-
Increase (decrease) in unearned revenue	25,877	-	25,877	-
Increase (decrease) in leases payable	(1,464)	-	(1,464)	-
Total Adjustments	805,065	379,321	1,184,386	(123,824)
Net Cash Provided by (Used In) Operating Activities	$ (692,280)	$ 167,939	$ (524,341)	$ (2,132,484)

ECTOR COUNTY, TEXAS

STATEMENT OF FIDUCIARY NET POSITION

September 30, 2024

	Custodial Funds
Assets	
Cash and cash equivalents	$ 10,896,765
Investments	4,483,292
Due from other governments	440,603
Total Assets	15,820,661
Liabilities	
Accounts payable	642,059
Due to other governments	3,750,066
Total Liabilities	4,392,125
Net Position	
Restricted for:	
Individuals, organizations, and other governments	11,428,536
Total Net Position	$ 11,428,536

ECTOR COUNTY, TEXAS

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION

For the Year Ended September 30, 2024

	Custodial Funds
Additions	
Held for others	$ 25,472,625
Tax collections for other governments	132,226,829
Total Additions	157,699,454
Deductions	
Payments to other governments	132,225,015
Recipient payments	25,287,367
Total Deductions	157,512,382
Change in net position	187,073
Net Position - Beginning	11,241,463
Net Position - Ending	$ 11,428,536


THE STATE OF TEXAS
COUNTY OF ECTOR

Note 1 - Summary of Significant Accounting Policies

Ector County, Texas (the County) is a body, corporate and political created under Article IX, Section 1, of the Constitution of the State of Texas in the year 1887. The County operates under the State of Texas statutes, and provides such services as are authorized by state law to advance the welfare, health, comfort, safety and convenience of the County and its inhabitants. The Commissioners' Court, consisting of four County Commissioners and the County Judge, as elected, are the policy making body of the County.

The financial statements of the County are prepared in accordance with generally accepted accounting principles applicable to governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and other authoritative literature.

A. Reporting Entity

Generally accepted accounting principles require that these financial statements present the County (the primary government) and its component units. Component units generally are legally separate entities for which a primary government is financially accountable. Financial accountability ordinarily involves meeting both of the following criteria: the primary government is accountable for the potential component unit (i.e., the primary government appoints the voting majority of its board) and the primary government is able to impose its will upon the potential component unit, or there is a possibility that the potential component unit may provide specific financial benefits or impose specific financial burdens on the primary government.

There are no component units.

B. Government-Wide and Fund Financial Statements

As previously discussed, the basic financial statements of the County are presented at two basic levels, the government-wide level and the fund level. These statements focus on the County as a whole at the government-wide level and on major funds at the fund level. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information for all of the nonfiduciary activities for the financial reporting entity of the County. For the most part, the effect of interfund activity has been eliminated from these statements. Governmental activities, which are normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for services.

The government-wide statement of net position reports all financial and capital resources of the County and is presented in an "assets and deferred outflows minus liabilities and deferred inflows equal net position" format with net position reported in the order of relative liquidity. Also, assets and liabilities are presented in relative order of liquidity with liabilities which have an average maturity of more than one year separated into the amount due within one year and the amount due in more than one year.

The government-wide statement of activities identifies the relative financial burden of each of the County's functions (Administrative, Judicial, Financial Administration, Law Enforcement, Correction, Health and Welfare, Fire Protection, Cultural and Recreation, Library, Maintenance, Conservation of Natural Resources, Highways and Streets, Election, and Other) or segments (Coliseum and Airport) on the taxpayers by identifying direct expenses and the extent of self support through program revenues. Direct expenses are clearly identifiable expenses that can be specifically associated with a function or segment.

Note 1 - Summary of Significant Accounting Policies (continued)

B. Government-Wide and Fund Financial Statements (continued)

Program revenues are revenues derived directly from the function or segment or from other sources which reduce the net cost of the function to be financed from general government revenues. Program revenues are 1) charges to customers who purchase, use, or directly benefit from services provided by a function or segment and which are generated by that function, 2) grants and contributions restricted to operating requirements of a function or segment and, 3) grants and contributions restricted to capital requirements of a function or segment. Items such as taxes, unrestricted investment earnings and non-specific grants are not included as program revenues but are instead reported as general revenues which normally cover the net cost of a function or segment.

The effect of internal service fund activities in the government-wide statements is eliminated to the extent possible to avoid the effect of "doubling up" internal service fund activity. Internal service funds report activities which provide goods or services to the financial reporting entity on a cost reimbursement basis. Any net profit or loss from these activities is allocated back to the function or segment that benefited from the goods or services provided based upon their proportionate benefit to the extent possible. Any residual assets of internal service funds are reported with governmental activities at the government-wide level.

Fund level financial statements are presented for governmental funds and proprietary funds with a focus on major funds. A major fund is a fund meeting certain specific asset, liability, revenue, or expenditure/expense criteria relative to all funds of that type and relative to the total for all governmental and enterprise funds combined. Additionally, any fund deemed particularly important by the County may be reported as a major fund. The financial information for each major fund is presented in a separate column, with nonmajor funds aggregated and displayed in a single column, on either the governmental or proprietary fund financial statements. The fund level statements for proprietary funds also contain combined totals for all internal service funds. This information is presented in a separate column immediately to the right of the total column for all enterprise fund activity.

Fiduciary funds are used to report assets held in a trustee or fiduciary capacity for others and therefore cannot be used to support the government's own program. Fiduciary funds account for assets held by the County as a custodian on behalf of various third parties outside the primary government.

Fiduciary funds are excluded from the government-wide presentation of the financial statements.

C. Measurement Focus and Basis of Accounting

The government-wide statements, proprietary, and fiduciary fund statements are prepared using the economic resources measurement focus and the accrual basis of accounting. Exchange and exchange-like transactions, transactions in which the County gives or receives value and receives or gives equal value, that create revenues, expenses, gains, losses, assets or liabilities are recognized when the exchange occurs. Nonexchange transactions, transactions in which the County gives or receives value without receiving or giving equal value in exchange, that result in revenues expenses, gains, losses, assets or liabilities. The treatment of nonexchange transactions is grouped in four classes based upon the principal characteristics of the transaction and reported according to those characteristics. Property taxes are recognized in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met. Capital assets are reported at historical cost and depreciated, except for inexhaustible assets such as land, in accordance with the County's depreciation policy.

Note 1 - Summary of Significant Accounting Policies (continued)

C. Measurement Focus and Basis of Accounting (continued)

Government fund financial statements are reported using a current financial resources measurement focus and modified accrual basis of accounting. Under the modified accrual basis of accounting revenues are recognized when susceptible to accrual, i.e., both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. In the case of property taxes, available means due within the current period and collected within the current period or soon enough thereafter to be used to pay liabilities of the current period. Such time thereafter shall not exceed 60 days. Grant revenues are considered to be available if they are to be received within the period of availability. Expenditures are generally recorded when a fund liability is incurred. However, expenditures related to general long-term debt, compensated absences, and claims and judgments are recorded only when payment is due.

Property taxes, sales tax, fines, licenses, and interest associated with the current period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

Governmental fund level revenues which have been accrued based upon the susceptible to accrual concept are:

- General Fund – Ad valorem taxes, interest and federal and state grant proceeds, except where such grants are expenditure driven and other requirements related to the grant have not been met.
- Special Revenue Funds – Federal and state grant proceeds and interest, except where such grants are expenditure driven and other requirements related to the grant have not been met.
- Debt Service Fund – Ad valorem taxes and interest.
- Capital Projects Fund – Interest.

All proprietary funds, including the enterprise and internal service funds, and fiduciary funds are accounted for using the accrual basis of accounting. Revenues are recognized when earned, and expenses are recognized when they are incurred. Claims incurred but not reported are included in payables and expenses. These funds are accounted for using an economic resources measurement focus. This means that all assets and liabilities (whether current or non-current) associated with their activity are included in the funds statement of net position.

Operating revenues and expenses generally are the result of providing or delivering goods or services in association with the fund's principal ongoing operations. The principal operating revenues of the County's Coliseum and Airport Funds are charges of this type. Operating expenses include the costs of administration, sales, services and depreciation.

Transactions resulting in nonoperating revenues and expenses are normally created by such items as cash flows from capital and related financing activities, noncapital financing activities, investing activities.

The following governmental major funds are used by the County:

General Fund – The General Fund is the general operating fund of the County. It is used to account for all financial resources except those required to be accounted for in another fund.

American Rescue Plan Fund – The American Rescue Plan Fund accounts for grant funds received as a result of the American Rescue Plan Act of 2021.

Note 1 - Summary of Significant Accounting Policies (continued)

C. Measurement Focus and Basis of Accounting (continued)

Capital Projects Fund – The Capital Projects Fund accounts for financial resources to be used for the acquisition or construction of major capital facilities.

Sales Tax District Fund – The Sales Tax District Fund was established by voters under Local Government Code 387 in November of 2018, with tax first being collected in April 2019. The tax collected can only be used within the established Ector County Assistance District and in accordance with local government code 387.

Ector County assistance District is defined as the boundaries of Ector County excluding the cities of Gold Smith and Odessa except for areas in the County of Odessa annexed on or after November 27, 2018.

Local Government Code 387 says a district may perform the following functions in the district:

1. the construction, maintenance, or improvement of roads or highways;
2. the provision of law enforcement and detention services;
3. the maintenance or improvement of libraries, museums, parks, or other recreational facilities;
4. the provision of services that benefit the public health or welfare, including the provision of firefighting and fire prevention services; or
5. the promotion of economic development and tourism.

Additionally, the County reports the following nonmajor fund types:

Debt Service Fund – The Debt Service Fund accounts for the accumulation and disbursement of resources associate with the County's debt obligation. Property taxes and interest income provide the resources necessary to pay the annual principal and interest payments.

Special Revenue Funds – The Special Revenue Funds account for revenues derived from earmarked revenue sources that are legally restricted to expenditures for a specific purpose.

The following proprietary major funds are used by the County:

All Proprietary Funds are considered major funds.

Coliseum Fund – The Coliseum Fund is used to account for the operation of the Ector County Coliseum which provides the coliseum facility, exhibition barns and an arena.

Airport Fund – The Airport Fund is used to account for the operation of the Ector County Airport.

Internal Service Funds – The Internal Service Funds account for the fleet management services and insurance provided to departments or agencies of the County or to other governments, on a cost reimbursement basis.

Note 1 - Summary of Significant Accounting Policies (continued)

C. Measurement Focus and Basis of Accounting (continued)

Other Fund Types

Fiduciary Funds – Fiduciary Funds are used to report assets which cannot be used to support County activities and are held in a custodial capacity by the County for the benefit of others. Ector County has the following custodial funds:

1) Escrow Accounts are: Tax Assessor, County Clerk, District Clerk, Justice of the Peace, Juvenile Probation, Adult Probation, Sheriff Bond, Sheriff Special, DA Victim, CA Restitution, and DA Restitution.

2) Special Fees/Revenues per Statue are: District Attorney Apportionment, District Attorney Forfeiture, District Attorney HHSC, Sheriff Forfeiture, Juvenile Probation Special, County Attorney Criminal Forfeiture, County Attorney Hot Check, District Attorney Hot Check, Law Enforcement Education, Vehicle Inventory Tax, Jail Commissary, and Senior Citizens. These accounts are utilized to account for monies under the control of the various officials per state statute, are outside of the County per statute and can only be used for specific purposes; therefore, they are not commingled with the County.

3) Special Fees/Revenues Escrows are: Special Children and Special Senior Citizens. The accounts represent funds generated to support these activities outside of the County's activities.

4) Adult Probation: State functions or grants operated in the County per agreement between the State Judicial District and the County. They are Non-County funds. By contract the County assists in the function of the Adult Probation Department.

D. Cash and Cash Equivalents

The County's cash and cash equivalents include cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. For purposes of the statement of cash flows, the County's proprietary funds consider their demand deposits and all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents.

E. Investments

The County's investments are stated at fair value, except for external investment pools. Fair value is based on quoted market prices as of the valuation date. Management's intent is to hold all investments to maturity and thereby recover the full value of the various investments made. The gain/loss resulting from valuation will be reported within the "Investment Income" account on the Statement of Revenues, Expenditures and Changes in Fund Balance (Equity).

The portfolio did not hold investments in external pools that are not SEC-registered. The external investment pools are:

TEXPOOL – The State Comptroller of Public Accounts oversees TexPool (the Texas Local Government Investment Pool) but Federated Investors manage the daily operations of the pool under a contract with the Comptroller. TexPool operates in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940. TexPool uses amortized cost rather than fair value to report net position to compute share prices. Accordingly, the fair value of the position in TexPool is the same as the value of TexPool shares.

Note 1 - Summary of Significant Accounting Policies (continued)

E. Investments (continued)

Texas CLASS – is a local government investment pool emphasizing safety, liquidity, convenience and competitive yield. Texas CLASS invests only in securities allowed by the Texas Public Funds Investment Act and is supervised by a Board of Trustees who are elected by the participants and is managed by Cutwater Asset Management. Texas CLASS carriers a letter of credit that ensures the integrity of the fund. Texas CLASS is rated 'AAAm' by Standard & Poor's rating services. Texas CLASS uses amortized cost rather than fair value to report net position to compute share prices. Accordingly, the fair value of the position in Texas CLASS is the same as the value of Texas CLASS shares.

TexStar – TexStar is administered by First Southwest Asset Management, Inc., and JPMorgan-Chase. TexStar is a local government investment pool created under the Interlocal Corporation Act and is rated AAAm by Standard and Poor's. The fund seeks to maintain a constant dollar objective and fulfills all requirements of the Texas Public Funds Investment Act. TexStar uses amortized cost rather than fair value to report net position to complete share prices. Accordingly, the fair value of the position in TexStar is the same as the value of TexStar shares.

LOGIC – the Local Government Investment Cooperative is an AAA rated local government pool created by local government officials. LOGIC is administered by First Southwest Asset Management, Inc. and JP Morgan-Chase. LOGIC operates in a manner consistent with SEC's rule 2a7 of the investment act of 1940. LOGIC utilized amortized cost rather than fair value in reporting net position to compute share prices. The fair value of the position in LOGIC is the same as the value of LOGIC.

F. Receivable, Payables and Interfund Transactions

Short-term loans between funds are reported as interfund receivables in the fund making the loan and as interfund payables in the fund receiving the loan. Arm's length transactions between funds for goods and services are reported as revenues in the selling fund and as expenses/expenditures in the acquiring fund. Any unpaid amounts are appropriately recorded as interfund receivables/payables. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances." Flows or assets from one fund to another with no requirement for repayment or without an equivalent flow of assets in return are accounted for as transfers.

G. Consumable Inventories

Consumable inventories are stated at cost which approximates market using the first-in, first-out method. Inventories for all funds consist of expendable supplies held for consumption, and are recorded as expenditures or expenses, as appropriate, when consumed rather than when purchased.

H. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

***I.* Capital Assets**

Capital assets are tangible and intangible assets, which include property, plant, equipment, infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), right-to-use lease assets, and subscription-based information technology arrangements (SBITAs), are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Capital assets are defined by the County as assets with an estimated useful life more than one year and an initial, individual cost exceeding $5,000.

Note 1 - Summary of Significant Accounting Policies (continued)

I. **Capital Assets (continued)**

As the County constructs or acquires capital assets each period, they are capitalized and reported at historical cost, except for intangible right-to-use lease and SBITAs. The measurement of the intangible right-to-use assets and SBITAs are discussed in their respective sections of this note. The reported value excludes normal maintenance and repairs, which are amounts spent in relation to capital assets that do not increase the asset's capacity or efficiency or increase its estimated useful life. Donated capital assets are recorded at acquisition value at the date of donation. Acquisition value is the price that would be paid to acquire an asset with equivalent service potential on the date of the donation. Intangible assets follow the same capitalization policies as tangible capital assets and are reported with tangible assets in the appropriate capital asset class.

Land and construction in progress are not depreciated or amortized. The other capital asset classes are depreciated/amortized using the straight-line method over the following estimated useful lives or amortization term as defined below:

Buildings	25-40 Years	Machinery and equipment	5-20 Years
Improvements	25-40 Years	Automotive equipment	3-20 Years
Infrastructure	25 Years	Radio equipment	5-10 Years
Furniture and office equipment	7-10 Years	SBITA assets	Subscription Term
		Right-to-use assets	Shorter of lease term or 5 years

J. Leases

Lessee: The County is a lessee for a noncancellable lease of equipment. The County recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The County recognizes lease liabilities with an initial, individual value of $5,000 or more.

At the commencement of a lease, the County initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the County determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The County uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided; the County generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the County is reasonably certain to exercise.

The County monitors changes in circumstances that would require are measurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long-term liabilities on the statement of net position.

Note 1 - Summary of Significant Accounting Policies (continued)

J. Leases (continued)

Lessor: The County is a lessor for non-cancellable leases agreements. The County recognizes a lease receivable and a deferred inflow of resources in the government-wide and proprietary fund financial statements.

At the commencement of a lease, the County initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the County determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The County uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the non-cancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The County monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

K. Subscription-Based Information Technology Arrangements (SBITAs)

The County is under contract for various SBITAs for the right to use subscription assets (software). The SBITAs are noncancellable, and the County recognizes a SBITA liability and an intangible right to use SBITA asset in the government-wide financial statements. The County recognizes SBITA liabilities with an initial, individual value of $5,000 or more.

At the commencement of the SBITA, the District initially measures the SBITA liability at the present value of payments expected to be made during the SBITA term. Subsequently, the SBITA liability is reduced by the principal portion of SBITA payments made. The SBITA asset is initially measured as the sum of (1) the initial SBITA liability amount, (2) payments made to the SBITA vendor before commencement of the subscription term, and (3) capitalizable implementation costs, less any incentives received from the SBITA vendor at or before the commencement of the subscription term. Key estimates and judgments related to SBITA include how the District determines (1) the discount rate it uses to discount the expected SBITA payments to present value, (2) SBITA term, and (3) SBITA payments.

- The County uses the interest rate charged by the SBITA vendor as the discount rate. When the interest rate charged by the SBITA vendor is not provided, the County generally uses its estimated incremental borrowing rate as the discount rate for SBITAs.
- The SBITA term includes the noncancellable period of the SBITA and payments included in the measurement of the SBITA liability are composed of fixed payments and purchase option price that the County is reasonably certain to exercise.

The County monitors changes in circumstances that would require a remeasurement of its SBITA and will remeasure the SBITA asset and liability if certain changes occur that are expected to significantly affect the amount of the SBITA liability. SBITA assets are reported with other capital assets and SBITA liabilities are reported with long-term debt on the statement of net position.

Note 1 - Summary of Significant Accounting Policies (continued)

L. Federal and State Grants and Entitlements

Grants, entitlements and shared revenues may be accounted for within any of the fund types. The purpose and requirements of each grant or entitlement are carefully analyzed to determine the proper fund type in which to record the related transactions. Grants or entitlements received for purposes normally financed through a particular fund type may be accounted for in that type provided that applicable legal restrictions are appropriately satisfied. Such revenues received for purposes normally financed through the general fund are accounted for within the Special Revenue Funds.

Capital grants restricted for capital acquisitions or construction, other than those associated with proprietary-type funds, are accounted for in the applicable Capital Projects Fund. Such revenues received for operating purposes of proprietary funds, or which may be utilized for either operations or capital outlay at the discretion of the County, are recognized in the applicable proprietary fund. Grant funds restricted for acquisition or construction of capital assets are recorded as contributed equity of the applicable proprietary fund. All grants are recognized as revenue when the related expenditure is increased (expenditure driven).

M. Compensated Absences

The County employees earn vacation which may either be taken or accumulated, subject to specified maximums based on service, until paid upon retirement or termination. The maximum number of vacation hours which an employee may accrue ranges from one hundred and twenty to two-hundred hours, however only forty hours may be carried over to the next fiscal year. Holiday time is also accrued by those departments such as the Jail that operate on a 24 hour, 7 days a week schedule. Like vacation, holiday time is accumulated until taken or paid at retirement or termination. Sick leave may also be accumulated; however, accumulated sick leave is not paid upon retirement or termination and, accordingly, is not accrued. The County accrues a liability for compensated absences which meets the following criteria:

1. The County's obligation relating to employees' rights to receive compensation for future absences is attributable to employees' service already rendered.
2. The obligation relates to rights that vest or accumulate.
3. Payment of the compensation is probable.
4. The amount can be reasonably estimated.

In accordance with the above criteria, the County has accrued a liability for vacation pay which has been earned but not taken by employees. For governmental funds, the liability for compensated absences has been recorded in noncurrent liabilities (due within one year) on the statement of net position. The General Fund and Farm to Market and Lateral Road Fund are the funds typically used to liquidate this liability. The liability for compensated absences is recorded in the business-type activities as an accrued liability.

N. Long-Term Obligations

General Obligation Bonds and Certificates of Obligation which have been issued to fund purchases and capital projects of the general government that are to be repaid from tax revenues of the County are reported in the government-wide statement of net position. Revenue Bonds which have been issued to fund capital projects of proprietary funds that are to be repaid with funds from proprietary fund assets are reported in the proprietary funds. Bonds payable are reported net of the associated premium or discount at the government-wide level and in the fund level proprietary fund statements. The government-wide and proprietary fund statements reflect unamortized bond premiums, discounts and amortize these items over the life of the issue using the effective interest rate method.

Note 1 - Summary of Significant Accounting Policies (continued)

O. Fund Balance

In governmental fund types, the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources is called "fund balance." Governmental fund assets are those of the General Fund, Debt Service Fund, Capital Projects Fund, and Special Revenue Funds.

The fund balance of the General Fund is of primary significance because the General Fund is the primary fund which finances most functions in the County. The order of spending and availability of the fund balance shall be to reduce funds from the listed areas in the following order: restricted, committed, assigned, and then unassigned funds.

The five classifications of fund balance of the governmental types are as follows:

Non-spendable fund balance classification includes amounts that cannot be spent because they are either not in a spendable form or they are legally or contractually required to be maintained intact. Examples of these funds are inventories or prepaid items. Additionally, these items are not expected to be converted to cash.

Restricted fund balance represents those funds other than non-spendable that are restricted to specific purposes such as externally imposed by creditors, grantors, contributors or laws or regulations of other governments. Additionally, these funds are imposed by law through constitutional provisions or enabling legislation.

Committed fund balance represents those funds that can only be used for specific purposes per the formal action (i.e. resolution) as a posted Commissioners' Court agenda item of the Ector County Commissioners' Court. These funds cannot be used for any other purpose unless the Court removes or changes the specified use by taking the same type of action it employed to previously commit the funds. These funds include contractual obligations entered into by the Commissioners' Court.

Assigned fund balance represents those funds designated by the commissioner's court to be used for specific purposes, but are neither restricted or committed. The resources of these funds could represent operating transfers to special revenue funds from the general fund and the interest earnings associated with those transfers and those funds that are not classified as restricted, non-spendable or committed. Commitments relating to controls not yet performed or purchase orders not yet filled are considered assigned.

Unassigned fund balance is the resulting difference between total fund balances less the previous types of fund balances and is at the discretion of the Commissioners' Court. The general fund is the only fund type that may present a positive unassigned fund balance. In other governmental funds, if expenditures incurred for specific purposes exceed the amounts, restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

P. Revenue Recognition – Property Taxes

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable at that time. All unpaid taxes levied October 1 become delinquent February 1 of the following year.

For fund financial statements, property tax revenues are recognized when they become available. Available means then due, or past due and receivable within the current period and collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period. This is no longer than sixty days after year-end.

Note 1 - Summary of Significant Accounting Policies (continued)

P. Revenue Recognition – Property Taxes (continued)

For fund financial statements, property taxes are reserved as uncollectible if not received within sixty days after the end of the fiscal year. For government-wide financial statements, an allowance equal to 95% of the outstanding taxes at September 30, 2024 has been reported. The tax is levied based on the estimated market values as determined by the Ector County Appraisal District.

The combined tax rate of the 2024 tax roll for the 2023-2024 fiscal year was 0.35 per $100 assessed valuation, resulting in a tax levy of approximately $71.4 million on an assessed valuation of $20,475,898,056.

Q. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and deferred outflows, and liabilities and deferred inflows and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

R. Implementation of New Standards

GASB issued Statement No. 99, *Omnibus 2022,* in April 2022. This Statement was issued to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements and accounting and financial reporting for financial guarantees. The requirements of this statement had various effective dates and specific provisions were implemented prior to fiscal year 2024. The remaining requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter. The remaining requirements of this statement were implemented in fiscal year 2024 and did not have a material impact on the financial statements.

GASB issued Statement No. 100, *Accounting Changes and Error Corrections – an Amendment of GASB Statement No. 62,* in June 2022. The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter. The requirements of this statement were implemented in fiscal year 2024.

Note 2 - Reconciliation of Government-Wide and Fund Financial Statements

A. Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position.

The governmental fund balance sheet includes as reconciliation between fund balance – total government funds and net position – governmental activities as reported in the government-wide statement of net position. One element of that reconciliation explains that “long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.”

Note 2 - Reconciliation of Government-Wide and Fund Financial Statements (continued)

A. Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position. (continued)

The details of this difference are as follows:

Bonds, certifications of obligations and tax notes payable including bond premium	$ (41,115,523)
Accrued interest payable	(170,133)
Compensated absences payable	(1,473,461)
Net OPEB liability	(64,711,931)
Net pension liability	(12,363,771)
Finance purchase agreement	(5,609,331)
Leases payable	(151,643)
SBITAs payable	-
Net Adjustment to Reduce Fund Balance – Total Governmental Funds to Arrive at Net Position – Government Activities	$ (125,595,793)

Deferred inflows and outflows of resources, net - The implementation of GASB 68 (pension) and GASB 75 (OPEB) required that certain expenditures be recorded as a deferred outflow of resources and to defer recognition as a deferred inflow of resources. The details of this difference are as follows:

Deferred outflows - pension related	$ 7,473,885
Deferred outflows - OPEB related	9,979,718
Deferred inflows - pension related	(720,915)
Deferred inflows - OPEB related	(24,415,735)
	$ (7,683,047)

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds (excludes internal service funds) - The details of this difference are as follows:

Capital assets	$ 128,521,303
Less: Accumulated depreciation/amortization	(80,886,252)
Net Adjustment to Reclassify Fund Balance – Total Governmental Funds to Arrive at Net Position – Government Activities	$ 47,635,051

Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred - The details of this difference are as follows:

Property taxes receivable	$ 401,251
Court fines receivable	3,335,142
Net Adjustment to Reduce Fund Balance – Total Governmental Funds to Arrive at Net Position – Government Activities	$ 3,736,393

Note 2 - Reconciliation of Government-Wide and Fund Financial Statements (continued)

B. Explanation of certain differences between the governmental fund statement of revenues, expenditures and changes in fund balances and the government-wide statement of activities.

The government fund statement of revenues, expenditures, and changes in fund balance includes reconciliation between net changes in fund balances – total governmental funds and changes in net position of government activities as reported in the government-wide statement of activities. One element of that reconciliation explains that Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense - The details of this difference are as follows:

Capital outlay	$	4,409,248
Capital contributions in		
Depreciation/amortization expense		(5,861,966)
Net Adjustment to Decrease Net Changes in Fund Balances – Total Governmental Funds to Arrive at Changes in Net Position of Governmental Activities	$	(1,452,718)

Another element of that reconciliation states that the issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds.

Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The details of this difference are as follows:

Issuance of SBITA	$	-
Principal payments on bonds, leases, SBITAs and finance purchase		3,313,203
Change in net OPEB liability		(3,539,943)
Change in net pension liability		11,546,226
Net Adjustment to Increase Net Changes in Fund Balances – Total Governmental Funds to Arrive at Changes in Net Position of Governmental Activities	$	11,319,486

Another element of that reconciliation states some expenses reported in the statement of activities that require the use of current financial resources and therefore are reported as expenditures in governmental funds. The details of this difference are as follows:

Accrued interest on long-term debt	$	14,937
Amortization of bond premium		285,472
Compensated absences		(84,275)
Changes in deferred outflows and inflows of resources related to pension liability		(593,792)
Changes in deferred outflows and inflows of resources related to OPEB liability		6,742,717
Net Adjustment to Increase Net Changes in Fund Balances – Total Governmental Funds to Arrive at Changes in Net Position of Governmental Activities	$	6,365,059

Note 3 - Cash and Investments

For purposes of the statements of cash flows, the County considers highly liquid debt instruments which have an original maturity of less than three months to be cash equivalents.

Deposits – State statutes require that all deposits in financial institutions be fully collateralized by U.S. Government obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of the deposits. The County's deposits were $15,315,615 in cash and cash equivalents and the respective bank balances totaled $31,497,624. Of the total bank balance, the Federal Depository Insurance Corporation (FDIC) covered $250,000 and the rest was covered by collateral held by the pledging bank's agent for the County in the County's name in the amount of $53.4 million.

Investments – State statutes and County policies authorize the County's investments. The County is authorized to invest in U.S. Government obligations and its agencies or instrumentalities, direct obligations of this state or its agencies and instrumentalities, collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States with ten years or less stated final maturity (cannot be an inverse floater, a principal only or interest only), obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent rating, no-load, SEC registered mutual funds with a weighted average stated maturity of less than two years that are invested in allowable securities, obligations or Texas and its agencies, fully collateralized repurchase agreements and reverse repurchase agreements, prime domestic commercial paper, prime domestic barkers' acceptances, insured or collateralized certificates of deposit, government pools and no-load SEC registered money market funds consisting of any of these securities listed.

The County's investments at September 30, 2024, are:

	Carrying and Fair Value	Effective Duration or Weighted Average	Credit Risk
Investments:			
Certificates of Deposits	$ 12,894,122	659 days	
Investment Pools:			
Investment in Texpool	37,575,907	26 days	AAA - S & P
Investment in TexStar	18,196,204	25 days	AAA - S & P
Investment in LOGIC	34,799,376	46 days	AAA - S & P
Investment in Texas CLASS	42,704,388	36 days	AAA - S & P
Investment Securities:			
Federal Home Loan Bank	1,695,882	476 days	AA + S & P
Total Investments	$ 147,865,879		

Interest Rate Risk – As required by the County's investment policy, the County minimizes the interest rate risk related to the decline in fair value of securities due to rising interest rates in the portfolio by: 1) limiting the effective duration of security types not to exceed two years with the exception of securities purchases related to reserve funds, 2) structuring the investment portfolio so that securities matured to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the secondary market prior to maturity, 3) monitoring credit ratings of portfolio positions to assure compliance with rating requirements imposed by the Public Funds Investment Act, and 4) investing operating funds primarily in shorter-term securities and government investment pools.

Credit Risk – In compliance with the County's investment policy, as of September 30, 2024, the County minimized credit risk losses due to default of a security issuer or backer, by: 1) limiting investments to the safest types of securities by purchasing investments in CD's and investment pools that were rated AAAm by Standard & Poor's, 2) pre-qualify the financial institutions, broker/dealers, intermediaries, and advisers with which the County will do business.

Note 4 - Fair Value

The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the government can access at the measurement date.
- Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

At September 30, 2024, all investments (as listed in Note 3), are level 1.

Note 5 - Receivables

Receivables as of September 30, 2024, for the County's individual major funds and non-major funds in the aggregate, including applicable allowances for uncollectible amounts, are as follows:

	General	Capital Project	Sales Tax District	Nonmajor and Other Funds	Coliseum	Airport	Internal Service Fund	Total
Receivables								
Property taxes	$ 7,160,034	$ -	$ -	$ 865,008	$ -	$ -	$ -	$ 8,025,042
Accounts receivable, net	3,171,426	18,004	5,763,523	70,718	481	4,132	-	9,028,284
Lease receivable	-	-	-	-	-	2,543,113	309,051	2,852,164
Due from other governments	-	-	-	236,919	-	-	-	236,919
Gross receivable	10,331,460	18,004	5,763,523	1,172,645	481	2,547,245	309,051	20,142,409
Less: allowance for doubtful accounts	(6,802,033)	-	-	(821,758)	-	-	-	(7,623,791)
Net Total Receivables	$ 3,529,427	$ 18,004	$ 5,763,523	$ 350,887	$ 481	$ 2,547,245	$ 309,051	$ 12,518,618

Note 6 - Capital Assets

Capital asset activity for the year ended September 30, 2024, was as follows:

Primary government

	Beginning Balance	Additions/ Completions	Retirements/ Adjustments	Ending Balance
Governmental Activities (Includes ISFs):				
Capital Assets, Not Being Depreciated/Amortized:				
Land	$ 2,020,404	$ -	$ -	$ 2,020,404
Construction in progress	20,856,541	23,250	(20,856,541)	23,250
Total Capital Assets, Not Being Depreciated/Amortized:	22,876,945	23,250	(20,856,541)	2,043,654
Capital Assets, Being Depreciated/Amortized:				
Buildings	38,159,130	278,679	-	38,437,809
Improvements other than buildings	33,000,366	54,850	-	33,055,216
Infrastructure	38,572,191	-	-	38,572,191
Machinery and equipment	21,922,337	4,237,918	(621,978)	25,538,277
Right-to-use assets	391,500	-	-	391,500
SBITA assets	1,066,713	-	(1,066,713)	-
Total Capital Assets, Being Depreciated/Amortized	133,112,237	4,571,447	(1,688,691)	135,994,993
Less Accumulated Depreciation/Amortization for:				
Buildings	(9,150,143)	(1,955,244)	-	(11,105,387)
Improvements other than buildings	(25,428,791)	(325,140)	-	(25,753,931)
Infrastructure	(34,545,659)	(619,338)	-	(35,164,997)
Machinery and equipment	(15,825,014)	(2,348,495)	327,888	(17,845,621)
Right-to-use assets	(160,787)	(80,393)	-	(241,180)
SBITA assets	(533,357)	(533,356)	1,066,713	-
Total Accumulated Depreciation/Amortization	(85,643,751)	(5,861,966)	1,394,601	(90,111,116)
Total Capital Assets, Being Depreciated/Amortized, Net	47,468,486	(1,290,519)	(294,090)	45,883,877
Governmental Activities Capital Assets, Net	$ 70,345,431	$ (1,267,269)	$ (21,150,631)	$ 47,927,531
Business type Activities:				
Capital Assets, Not Being Depreciated/Amortized:				
Land	$ 737,762	$ -	$ -	$ 737,762
Total capital assets, not being depreciated/amortized:	737,762	-	-	737,762
Capital assets, being depreciated/amortized:				
Buildings	11,586,594	-	-	11,586,594
Improvements other than buildings	12,382,685	-	1	12,382,686
Infrastructure	11,309,521	-	-	11,309,521
Machinery and equipment	1,836,947	418,760	(57,109)	2,198,598
Right-to-use assets	7,324	-	-	7,324
Total Capital Assets, Being Depreciated/Amortized	37,123,071	418,760	(57,108)	37,484,723
Less Accumulated Depreciation/Amortization for:				
Buildings	(5,969,347)	(283,968)	-	(6,253,315)
Improvements other than buildings	(9,304,521)	(440,646)	(1)	(9,745,168)
Infrastructure	(6,410,266)	(278,426)	-	(6,688,692)
Machinery and equipment	(1,528,151)	(116,099)	57,109	(1,587,141)
Right-to-use assets	(2,929)	(1,465)	-	(4,394)
Total Accumulated Depreciation/Amortization	(23,215,214)	(1,120,604)	57,108	(24,278,710)
Total Capital Assets, Being Depreciated/Amortized, Net	13,907,857	(701,844)	-	13,206,013
Business-type Activities Capital Assets, Net	$ 14,645,619	$ (701,844)	$ -	$ 13,943,775

Note 6 - Capital Assets (continued)

Depreciation/amortization expense was charged to functions/programs of the primary government, as follows:

Government Activities:	
Judicial	$ 197,712
Financial administration	647,753
Law enforcement	1,147,845
Correction	717,199
Health and welfare	201,882
Cultural and recreation	52,428
Library	12,091
Maintenance	93,730
Highways and streets	2,069,191
Elections	13,142
Capital Projects	597,577
Capital assets held by the government's internal service funds are charged to the various functions based on their usage of assets	111,416
Total Depreciation/Amortization Expense – Governmental Activities	$ 5,861,966
Business-type Activities:	
Coliseum	$ 719,810
Airport	400,794
Total Depreciation/Amortization Expense – Business-type Activities	$ 1,120,604

Net investment in capital assets at September 30, 2024 is calculated as follows:

	Governmental Activities	Business-Type Activities	Total
Capital assets, net	$ 47,927,531	$ 13,943,775	$ 61,871,306
Capital debt including premiums	(46,876,497)	(2,956)	(46,879,453)
Unspent bond proceeds	32,542,703	-	32,542,703
Net investment in capital assets	$ 33,593,737	$ 13,940,819	$ 47,534,556

Note 7 - Defined Benefit Pension Plan

Plan Description

The County provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the statewide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of nontraditional defined benefit pension plans. TCDRS in the aggregate issues an Annual Comprehensive Financial Report (ACFR) on a calendar year basis. The ACFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034 and is available at www.tcdrs.org.

Benefits Provided

The Plan provisions are adopted by the governing body of the County (employer), within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 8 or more years of service, with 20 years of service regardless of age, or when the sum of their age and years of service equals 75 or more. Members are vested after 8 years of service but must leave their accumulated contributions in the Plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by the County.

Benefit amounts are determined by the sum of the employee's contributions to the Plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the County within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financial monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

Employees Covered by Benefit Terms

At the measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	777
Inactive employees entitled to but not yet receiving benefits	977
Active employees	685
Total	2,439

Note 7 - Defined Benefit Pension Plan (continued)

Net Pension Liability

The County's net pension liability was measured as of December 31, 2023, and the total pension liability used to calculate the net pension liability or asset was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The actuarial assumptions that determined the total pension liability as of December 31, 2023, were based on the results of an actuarial experience study for the period January 1, 2017 – December 31, 2020, except where required to be different by GASB 68.

Following are key assumptions used in the valuation:

Valuation Date	December 31, 2023
Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	9.3 years (based on contribution rate calculated in 12/31/2023 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation.
Investment Rate of Return	7.50%, net of administrative and investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions *	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2022: New investment return and inflation assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule of Employer Contributions*	2015: No changes in plan provisions were reflected in the Schedule. 2016: No changes in plan provisions were reflected in the Schedule. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017. 2018: No changes in plan provisions were reflected in the Schedule. 2019: No changes in plan provisions were reflected in the Schedule. 2020: No changes in plan provisions were reflected in the Schedule. 2021: No changes in plan provisions were reflected in the Schedule. 2022: No changes in plan provisions were reflected in the Schedule.

**Only changes that affect the benefit amount and that are effective 2015 and later are shown in the Notes to Schedule.*

Note 7 - Defined Benefit Pension Plan (continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.60 percent. There was no change in the discount rate since the previous year. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and those of the contributing employers and the non-employer contributing entity made at the statutorily required rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments is 7.60%. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimates ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the systems target asset allocation as of December 31, 2023 are summarized below:

Asset Class	Benchmark	Target Allocation [1]	Geometric Rate of Return [2]
U.S. Equities	Dow Jones U.S. Total Stock Market Index	11.50%	4.75%
Global Equities	MSCI World (net) Index	2.50%	4.75%
International Equities - Developed	MSCI World Ex USA (net) Index	5.00%	4.75%
International Equities - Emerging	MSCI Emerging Markets (net) Index	6.00%	4.75%
Investment-Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Index	3.00%	2.35%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	9.00%	3.65%
Direct Lending	S&P/LSTA Leveraged Loan Index	16.00%	7.25%
Distressed Debt	Cambridge Associates Distressed Securities Index [3]	4.00%	6.90%
REIT Equities	67% FTSE NAREIT Equity REITs Index + 33% S&P Global REIT (net) Index	2.00%	4.10%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.00%	5.20%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index [4]	6.00%	5.70%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index [5]	25.00%	7.75%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Funds of Funds Composite Index	6.00%	3.25%
Cash Equivalents	90-Day U.S. Treasury	2.00%	0.60%
		100.00%	

[1] Target asset allocation adopted at the March 2024 TCDRS Board Meeting.

[2] Geometric real rates of return equal the expected return minus the assumed inflation rate of 2.2%, per Cliffwater's 2024 capital market assumptions.

[3] Includes vintage years 2005-present of Quarter Pooled Horizon IRRs.

[4] Includes vintage years 2007-present of Quarter Pooled Horizon IRRs.

[5] Includes vintage years 2006-present of Quarter Pooled Horizon IRRs.

Note 7 - Defined Benefit Pension Plan (continued)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the County's proportionate share of the net pension liability calculated using the discount rate of 7.60 percent, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.60 percent) or 1-percentage-point higher (8.60 percent) than the current rate.

	1% Decrease 6.60%	Current Discount Rate 7.60%	1% Increase 8.60%
Total Pension Liability	$ 353,917,509	$ 315,444,606	$ 283,142,591
Fiduciary net position	303,080,835	303,080,835	303,080,835
Net Pension Liability/(Asset)	$ 50,836,674	$ 12,363,771	$ (19,938,244)

Detailed information about the pension plan's fiduciary net position is available in the separately issued TCDRS financial report.

Service cost	$ 6,503,057
Interest on total pension liability	22,953,282
Administrative expenses	158,258
Member contributions	(2,954,427)
Expected investment return net of investment expenses	(21,035,218)
Recognition of economic/demographic gains or losses	(1,542,712)
Recognition of assumption changes or inputs	(426,177)
Recognition of investment gains or losses	(5,953,742)
Other	321,239
Pension expense	$ (1,976,440)

Changes in Net Pension Liability

	Total Pension Liability	Fiduciary Net Position	Net Pension Liability/ (Asset)
Balances at 12/31/2022	$ 305,038,530	$ 281,128,533	$ 23,909,997
Changes for the year:			
Service cost	6,503,057	-	6,503,057
Interest on total pension liability	22,953,282	-	22,953,282
Effect of plan changes	-	-	-
Effect of economic/demographic gains or losses	354,482	-	354,482
Effect of assumptions changes or inputs	-	-	-
Refund of contributions	(770,680)	(770,680)	-
Benefit payments	(18,634,066)	(18,634,066)	-
Administrative expenses	-	(158,258)	158,258
Member contributions	-	2,954,427	(2,954,427)
Net investment income	-	30,813,253	(30,813,253)
Employer contributions	-	8,068,864	(8,068,864)
Other	-	(321,239)	321,239
Balances at 12/31/2023	$ 315,444,605	$ 303,080,834	$ 12,363,771

Note 7 - Defined Benefit Pension Plan (continued)

Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2024, the County reported deferred inflows and outflows of resources related to pensions from the following sources:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	$ 720,915	$ 236,321
Changes in assumptions	-	-
Net difference between projected and actual earnings	-	598,682
Contributions made subsequent to measurement date	-	6,638,882
Total	$ 720,915	$ 7,473,885

The $6,638,882 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal period. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

FY	Amount
2025	$ (2,947,951)
2026	(1,102,771)
2027	6,120,417
2028	(1,955,607)
Total	$ 114,088

Note 8 - Other Post-Employment Benefits

Plan Description

The County is self-insured for employee and retiree and healthcare and administers an agent multi-employer defined benefit postemployment plan. The County provides post-employment healthcare benefits to its retired employees who meet the TCDRS retirement eligibility requirements.

The plan provides medical and dental coverage to plan members. Retiree, spouse and eligible dependents are required to enroll in Medicare parts A and B once eligible.

In addition to the plan that is provided to the County employees and retirees, the Ector County Appraisal District also participates in the plan.

The Ector County Appraisal District pays a monthly premium per employee and dependent as determined by the Ector County Commissioners' Court.

Medicare retirees' age 65 or more participate in a Medicare supplement plan.

Note 8 - Other Post-Employment Benefits (continued)

Plan Description (continued)

Number of participants in the plan as of December 31, 2023 (measurement date) is as follows:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	298
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	-
Active Members	608
Total	906

Funding Policy

Local Government Code Section 157.1010 assigns the authority to establish and amend benefit provisions to Commissioners Court. The County is under no legal obligation to pay these premiums, and the decision to provide these benefits is made by the Commissioners Court on a year-to-year basis.

At September 30, 2024, retirees paid a premium of $75 and paid $260 per month for their dependent coverage.

The rates are set annually by the Commissioners Court based on the combination of premiums and prior year costs of the self-funded portion of the plan.

Total OPEB Liability

The County's total OPEB liability was measured as of December 31, 2023, and was determined by an actuarial valuation as of that date.

Actuarial Methods and Assumptions

Actuarial Cost Method	Individual Entry-Age
Discount Rate	3.77% as of December 31, 2023
Inflation	2.50%
Salary Increases	0.40% to 5.25%, not including wage inflation of 3.00%
Demographic Assumptions	Based on the experience study covering the four-year period ending December 31, 2020 as conducted for the Texas County and District Retirement System (TCDRS)
Mortality	For healthy retirees, the Pub-2010 General Retirees Tables for males and females are used with male rates multiplied by 135% and female rates multiplied by 120%. Those rates are projected on a fully generational basis based on 100% of the MP-2021 Ultimate scale.
Health Care Trend Rates	Non-Medicare: Initial rate of 6.60% declining to an ultimate rate of 4.25% after 11 years. Medicare: 4.25%
Participation Rates	Retiree Medical: 95% of retirees hired before October 1, 2015 0% of retirees hired on or after October 1, 2015 Retiree Life Insurance: 100% regardless of date of hire
Other Information:	
Notes	The discount rate changed from 4.05% as of December 31, 2022 to 3.77% as of December 31, 2023.

Note 8 - Other Post-Employment Benefits (continued)

Actuarial Methods and Assumptions (continued)

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events in the future. Amounts determined regarding the funded status and the annual required contributions of the County's retiree health care plan are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. The required schedule of funding progress presented as required supplementary information provides multiyear trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Schedule of changes in OPEB liability

Service Cost	$ 1,191,433
Interest on the total net OPEB liability	2,447,176
Difference between expected and actual experience of the total net OPEB liability	199,730
Changes of assumptions	2,388,833
Benefit payments	(2,687,229)
Net change in total net OPEB liability	3,539,943
Total Net OPEB Liability-Beginning	61,171,988
Total Net OPEB Liability-Ending	$ 64,711,931

Statement of OPEB expense

Service Cost	$ 1,191,433
Interest on the total net OPEB Liability	2,447,176
Recognition of Current Year Outflow (inflow) due to Liabilities	428,507
Amortization of Prior Year Outflow (Inflow) due to Liabilities	(4,783,787)
Total OPEB Expense	$ (716,671)

Deferred Outflows and Inflows of Resources

As of September 30, 2024, the deferred inflows and outflows of resources are as follows:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	$ 8,470,436	$ 306,218
Changes in assumptions	15,945,299	7,985,674
Contributions made subsequent to measurement date	-	1,687,826
Total	$ 24,415,735	$ 9,979,718

Note 8 - Other Post-Employment Benefits (continued)

Deferred Outflows and Inflows of Resources (continued)

The $2,687,826 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the subsequent fiscal period. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

FY	Amount
2025	$ (3,484,325)
2026	(3,987,658)
2027	(4,395,451)
2028	(4,541,222)
2029	267,286
Thereafter	17,527
Total	$ (16,123,843)

Sensitivity of Total OPEB Liability to the Discount Rate Assumption

The following presents the plan's total OPEB liability, calculated using a discount rate of 3.77% as well as what the plan's total OPEB liability would be if it were calculated using a discount rate that is one percent higher.

1% Decrease 2.77%	Current Discount Rate Assumption 3.77%	1% Increase 4.77%
$ 74,494,538	$ 64,711,931	$ 56,771,442

Sensitivity of Total OPEB Liability to the Healthcare Trend Rate Assumption

The following presents the plan's total OPEB liability to changes in the healthcare cost trend rates, the following presents the plan's total OPEB liability, calculated using the assumed trend rate as well as what the plan's total OPEB liability would be if it were calculated using a trend rate that is one percent lower or one percent higher:

1% Decrease	Current Healthcare Cost Trend Rate Assumption	1% Increase
$ 55,682,446	$ 64,711,931	$ 76,088,014

Note 9 - Interfund Transactions

During the course of normal operations, the County has numerous transactions between funds including expenditures and transfers of resources primarily to provide services. The governmental and proprietary type funds financial statements generally reflect such transactions as transfers. The internal service funds record charges for service to County departments as operating revenue. All County funds record these payments to the internal service funds as operating expenses. The proprietary funds record operating subsidies as nonoperating revenue, whereas the fund paying the subsidy records it as either an expenditure or transfer.

The purpose of the interfund balances is to track amounts owed between funds for short-term loans between funds and unpaid amounts for arms length transactions between funds for goods and services. The County consolidates expenditures for postage, office supplies, payroll benefits, etc. within the General Fund and then allocates the costs to various funds. Transfers are used to move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to spend them; and to use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. General Fund transfers large dollars to the special revenue funds to cover costs that exceed their special revenue source. In addition, the General Fund transfers large dollars to the airport fund to support their expenditures.

Individual fund interfund receivable and payable balances at September 30, 2024, arising from these transactions, were as follows:

Receivable Fund	Payable Fund	Amount
General Fund	Sales Tax Fund	$ 432,822
Fiduciary Funds	Sales Tax Fund	250,070
Nonmajor Governmental Funds	General Fund	216,298
Airport Fund	Nonmajor Governmental Funds	52
Coliseum Fund	Nonmajor Governmental Funds	181
General Fund	Nonmajor Governmental Funds	190,819
Airport Fund	Nonmajor Governmental Funds	31
Coliseum Fund	Nonmajor Governmental Funds	109
Internal Service Funds	Nonmajor Governmental Funds	185,400
Coliseum Fund	General Fund	1,739
Airport Fund	General Fund	502
Internal Service Funds	General Fund	11,528
General Fund	Coliseum Fund	30,432
General Fund	Airport Fund	15,488
Total		$ 1,335,471

Interfund transfers for the year ended September 30, 2024, are as follows:

	Transfer In:		
Transfers Out:	Nonmajor Governmental Funds	Coliseum Fund	Total
General Fund	$ 1,465,000	$ -	$ 1,465,000
Capital Projects Fund	-	119,513	119,513
Total	$ 1,465,000	$ 119,513	$ 1,584,513

For Fiscal Year 2024, a total of $1,465,000 in operating transfers were budgeted. The elections fund required a transfer of $805,000, courthouse security fund required $650,000, and law library fund required $10,000.

Note 10 - Long-Term Liabilities

Governmental Activities:

The following is a summary of long-term liabilities for governmental activities of the County for the year ended September 30, 2024:

	Balance October 1, 2023	Additions	Reductions	Balance September 30, 2024	Due Within One Year
Tax Notes - Series 2017	$ 20,460,000	$ -	$ (1,085,000)	$ 19,375,000	$ 1,140,000
Certificates of Obligation - Series 2020	19,275,000	-	(1,245,000)	18,030,000	1,310,000
Bond Premium	3,995,995	-	(285,472)	3,710,523	-
Finance Purchased Agreement	5,971,335	-	(362,004)	5,609,331	381,700
Leases Payable	232,017	-	(80,374)	151,643	80,868
SBITA Payable	540,825	-	(540,825)	-	-
Compensated Absences	1,389,186	84,275	-	1,473,461	1,473,461
Net OPEB Liability	61,171,988	3,539,943	-	64,711,931	-
Net Pension Liability/(Asset)	23,909,997	-	(11,546,226)	12,363,771	-
Total	$ 136,946,343	$ 3,624,218	$ (15,144,901)	$ 125,425,660	$ 4,386,029

For Governmental activities, compensated absences, and the OPEB, and net pension liability are generally liquidated by the general fund.

Business-Type Activities:

The following is a summary of debt transactions for the business-type activities of the County for the year ended September 30, 2024:

	Balance October 1, 2023	Additions	Reductions	Balance September 30, 2024	Due Within One Year
Compensated Absences	$ 50,939	$ 289,313	$ (299,186)	$ 41,066	$ 41,066
Leases Payable	4,420	-	(1,464)	2,956	1,473
	$ 55,359	$ 289,313	$ (300,650)	$ 44,022	$ 42,539

Tax Notes on September 30, 2024, consist of the following:

	Original Issue	Interest Rates	Final Maturity Date	Principal Outstanding	Range of Annual Principal Installments
Tax Notes Serviced by Tax Collections					
Certificate of Obligation – Series 2017	$ 23,345,000	5.000%	2/15/2025	$ 19,375,000	$ 1,140,000
		5.000%	2/15/2026		1,200,000
		5.000%	2/15/2027		1,265,000
		5.000%	2/15/2028		1,325,000
		5.000%	2/15/2029		1,390,000
		4.000%	2/15/2030		1,445,000
		4.000%	2/15/2031		1,505,000
		4.000%	2/15/2032		1,555,000
		3.000%	2/15/2033		1,605,000
		3.000%	2/15/2034		1,655,000
		3.125%	2/15/2035		1,705,000
		3.125%	2/15/2036		1,765,000
		3.250%	2/15/2037		1,820,000

Note 10 - Long-Term Liabilities (continued)

Principal payments are due annually for Certificates of Obligation and Tax Notes on February 15 and interest payments are due semiannually on February 15 and August 15. The annual requirements to amortize all outstanding bonded debt as of September 30, 2024, are as follows:

Year Ending September 30,	Principal	Interest	Total
2025	$ 2,450,000	$ 1,361,063	$ 3,811,063
2026	2,575,000	1,235,438	3,810,438
2027	2,710,000	1,103,313	3,813,313
2028	2,845,000	964,438	3,809,438
2029	2,990,000	825,513	3,815,513
2030 - 2034	16,610,000	2,455,370	19,065,370
2035 - 2037	7,225,000	289,584	7,514,584
	$ 37,405,000	$ 8,234,719	$ 45,639,719

Note 11 – Finance Purchased Agreement

The County executed a financed purchase agreement for capital improvements. The finance purchase agreement has annual payments ranging from $453,934 to $605,000 and bears interest at 2.24% over fifteen years maturing in 2035. The finance purchase agreement was recorded at the present value of their future minimum lease payments as of the inception date. Amounts due over the next five years and thereafter are:

Year Ending September 30,	Principal	Interest	Total
2025	$ 381,700	$ 125,797	$ 507,497
2026	431,651	117,237	548,888
2027	454,498	107,556	562,054
2028	478,252	97,364	575,616
2029	502,946	86,638	589,584
2030-2034	2,768,554	255,418	3,023,972
2035	591,730	13,270	605,000
	$ 5,609,331	$ 803,280	$ 6,412,611

Note 12 – Leases

Lessee

The county is under contract for noncancellable lease agreements that convey control of the right to use of office equipment. The liabilities outstanding as of September 30, 2024, are as follows:

	Term			Lease Liability		Right-to-Use Lease Asset		
Description	Start Date	End Date	Interest Rate	Original Amount	Outstanding Balance	Original Amount	Accumulated Amortization	Net Amount
Governmental Activities:								
Office Equipment - Copiers	10/01/21	09/30/25	0.48%	$ 19,733	$ 10,539	$ 19,733	$ 9,264	$ 10,469
Office Equipment - Copiers	10/01/21	09/30/26	0.63%	371,767	141,104	371,767	231,916	139,851
		Total Governmental Activities		$ 391,500	$ 151,643	$ 391,500	$ 241,180	$ 150,320

	Term			Lease Liability		Right-to-Use Lease Asset		
Description	Start Date	End Date	Interest Rate	Original Amount	Outstanding Balance	Original Amount	Accumulated Amortization	Net Amount
Business-Type Activities:								
Office Equipment - Copiers	10/01/21	09/30/26	4.00%	$ 7,324	$ 2,956	$ 7,324	$ 4,394	$ 2,930
		Total Business-Type Activities		$ 7,324	$ 2,956	$ 7,324	$ 4,394	$ 2,930

Note 12 – Leases (continued)

Lessee (continued)

All amounts paid were previously included in the measurement in the liability and there were no other related outflows of resources for the period such as variable payments or termination penalties. In addition, there were no commitments incurred prior to commencement of any lease term and there were no impairment losses related to the lease assets.

The future principal and interest lease payments as of September 30, 2024, were as follows:

Governmental Activities

Year Ending September 30,	Principal	Interest	Total
2025	$ 80,868	$ 715	$ 81,583
2026	70,775	243	71,018
	$ 151,643	$ 958	$ 152,601

Business-Type Activities

Year Ending September 30,	Principal	Interest	Total
2025	$ 1,473	$ 14	$ 1,487
2026	1,483	5	1,488
	$ 2,956	$ 19	$ 2,975

Lessor

The County is a lessor for non-cancellable leases agreements that convey control of the right to use of land and airplane hangars. The receivables outstanding and deferred inflow of resources outstanding as of September 30, 2024, are as follows:

	Term			Lease Receivable		Deferred Inflow of Resources	
Description	Start Date	End Date	Interest Rate	Receivable as of October 1, 2023	Receivable as of September 30, 2024	Deferred Inflows of Resources as of October 1, 2023	Deferred Inflows of Resources as of September 30, 2024
Business-Type Activities:							
Odessa-Schlemeyer Airport, Hangar and Land Use	11/01/21	09/30/61	1.88%	$ 18,125	$ 17,794	$ 18,596	$ 17,644
Odessa-Schlemeyer Airport, Hangar and Land Use	10/01/21	09/30/53	1.88%	31,868	31,068	31,732	30,677
Odessa-Schlemeyer Airport, Hangar and Land Use	10/01/21	09/30/55	1.88%	46,794	45,715	46,599	45,147
Odessa-Schlemeyer Airport, Hangar and Land Use	10/01/21	09/30/54	1.88%	18,287	17,847	18,191	17,597
Odessa-Schlemeyer Airport, Hangar and Land Use	10/01/21	09/30/53	1.88%	17,927	17,477	17,853	17,261
Odessa-Schlemeyer Airport, Hangar and Land Use	10/01/21	09/30/54	1.88%	32,655	31,870	32,479	31,414
Odessa-Schlemeyer Airport, Hangar and Land Use	10/01/21	09/30/55	1.88%	25,070	24,491	24,933	24,140
Odessa-Schlemeyer Airport, Hangar and Land Use	10/01/21	09/30/35	1.47%	19,667	18,156	19,520	17,859
Odessa-Schlemeyer Airport, Hangar and Land Use	10/01/21	09/30/54	1.88%	48,983	47,805	48,751	47,170
Odessa-Schlemeyer Airport, Hangar and Land Use	10/01/21	09/30/54	1.88%	32,665	31,870	32,479	31,414
Odessa-Schlemeyer Airport, Hangar and Land Use	10/01/21	09/30/52	1.88%	2,319,894	2,259,020	2,311,116	2,232,328
		Total Business-Type Activities		$ 2,611,935	$ 2,543,113	$ 2,602,249	$ 2,512,651

Note 12 – Leases (continued)

Lessor (continued)

The future principal and interest payments as of September 30, 2024, were as follows:

Year Ending September 30,	Principal	Interest	Totals
2025	$ 70,101	$ 40,971	$ 111,072
2026	71,414	39,531	110,945
2027	72,752	38,062	110,814
2028	74,114	36,567	110,681
2029	75,503	35,044	110,547
2030-2034	399,265	190,176	589,441
2035-2039	430,731	151,510	582,241
2040-2044	470,871	109,570	580,441
2045-2049	516,880	63,562	580,442
2050-2054	354,159	15,025	369,184
2055-2059	6,016	354	6,370
2060-2062	1,307	37	1,344
	$ 2,543,113	$ 720,409	$ 3,263,522

Note 13 – Subscription-Based Information Technology Arrangements (SBITAs)

The County was under contract for noncancellable SBITAs that convey control of the right to use software. The SBITA liabilities were paid off during the fiscal year and there is no liability balance at September 30, 2024. The intangible asset associated with he SBITA liability was fully amortized during the fiscal year.

Note 14 – Deferred Compensation Plan

The County offers its employees a deferred compensation plan established in accordance with Internal Revenue Code Section 457. In prior years the Internal Revenue Code specified that the plan's assets were the property of the County until paid or made available to participants, subject only on an equal basis to the claims of the County's general creditors. Therefore, the plan's assets were recorded in the Agency Fund. A 1996 federal law now requires all assets and income of Internal Revenue Code Section 457 deferred compensation plans to be held in trust, custodial accounts, or annuity contracts for the exclusive benefit of the participants and their beneficiaries.

Assets of the County's plan are administered by a private corporation under contract with the County. The private administrator amended the plan as of January 1, 1997, to comply with the new federal law. Consequently, the plan's assets and liabilities have been removed from the County's financial statements.

Note 15 - Risk Management

For several years, the County has maintained a Medical/Dental Self-Insurance Fund. The purpose of this fund is to pay medical and dental claims for the County employees, retirees and their covered dependents and to minimize the cost of medical and dental insurance for the employees and the County. Medical claims exceeding $75,000 per covered individual are covered through a private insurance carrier. The County does accrue liabilities for claims which are foreseeable and probable. Effective fiscal year beginning October 1, 1995, the County began maintaining a Liability Self-Insurance Fund. This fund services other claims for risk of loss to which the County is exposed, including general liability, property and casualty, auto, errors and omissions, and law enforcement. Worker's compensation is not included. The County also carries stop-loss insurance for the various types of loss at varying amounts with private insurance carrier. All operating funds of the County participate in the insurance and are charged a "premium" to cover the costs of providing claims servicing and claims payments.

During the fiscal years ended September 30, 2022, 2023 and 2024, the County incurred several claims which required the stop-loss insurance coverage to be used. Immaterial amounts were not covered by the stop-loss coverage and required payment by the County. Insurance coverage has not been significantly reduced from the prior year.

Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). Claim liabilities are calculated considering the effects of inflation, recent claim settlement trends including frequency and amount of pay-outs and other economic and social factors. The liability for claims and judgments is reported in each of the internal service funds – Self-Insurance Health and Self-Insurance Liability – as current liabilities in accounts payable and other liabilities. Changes in the balances of claims liabilities during the past two years are as follows:

	Self-Insurance Health Fund	Self-Insurance Liability Fund
Unpaid Claims, September 30, 2022	$ 241,248	$ 100,000
Insured claims, (Including IBNRs)	(7,859,644)	(98,750)
Claim payments	7,865,370	98,750
Unpaid Claims, September 30, 2023	246,974	100,000
Insured claims, (Including IBNRs)	(10,294,428)	(98,750)
Claim payments	10,746,405	98,750
Unpaid Claims, September 30, 2024	$ 698,951	$ 100,000

The County carries coverage for worker's compensation through the Texas Association of Counties, whereby the County pays a quarterly premium (based on prior year payroll) to this risk pool for is coverage. The pool is administered by a third party administrator. On an annual basis, the premium charged to the County is audited and re-evaluated and increased or decreased based upon claims paid.

Note 16 - Contingencies

Federally Assisted Programs – Compliance Audits

The County participates in numerous state and federally assisted programs, on both a direct and state pass-through basis, as well as on a service-provider basis. Principle among these, are the Help America Vote Act (HAVA) Grant, Senior Citizen Title III Grants, various Texas Department of Health Grants, and funds received under the American Rescue Plan Act.

In connection with these grants, the County is required to comply with specific terms and agreements, as well as applicable federal and state laws and regulations. Such compliance is subject to review and audit by grantors and their representatives, including audits under the "single audit" concept and compliance examinations which build upon such audits.

In the opinion of management, the County has complied with all requirements. However, since such programs are subject to future audit or review, the possibility of disallowed expenditures exists. In the event of such disallowance of claimed expenditures, the County expects the resulting liability not to have a material adverse effect to its financial position.

Litigation

The County is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the County's legal counsel, the resolution of these matters will not have a material adverse effect on the financial condition of the County.

Note 17 - Tax Abatements

The County has entered into property tax abatement agreements with local businesses under Texas Local Government Code, Section 501.159. Under the Code, local governments may grant property tax abatements.

The County is under no obligation to provide tax abatement to any specific applicant and reserves the right to do so on a case-by-case basis as stimulation for economic development within the Reinvestment Zones and Enterprise Zones established by the County. The abatements may be granted to any business located within or promising to relocate to the service area of Ector County.

For the fiscal year ended September 30, 2024, the County abated property taxes totaling $410,813 under this program, including the following tax abatement agreements that each exceed 10 percent of the total amount abated:

A. Ector County Energy Center LLC

- Commitment: construction of improvements in the form of a 386-megawatt natural gas fueled power plant.
- Terms of abatement: 100% exemption from ad valorem taxes for five (5) years
- The abatement for fiscal year 2024 amounted to $117,216.

B. Oberon Solar 1A LLC

- Commitment: New solar farm to provide solar energy to approximately 30,000 household
- Terms of abatement: 100% of real and personal property exemption for 5 years, and 50% in years 6-10
- The abatement for the fiscal year 2024 amounted to $293,597.

Note 18 - Fund Balances

Fund balances are presented in the following categories: nonspendable, restricted committed, assigned, and unassigned as described in Note 1. The following detail of fund balances for all the major and nonmajor governmental funds at September 30, 2024:

	General Fund	American Rescue Plan Fund	Capital Projects Fund	Sales Tax District Fund	Nonmajor Governmental Funds	Total
Fund Balances						
Nonspendable:						
Inventories	$ 48,689	$ -	$ -	$ -	$ -	$ 48,689
Prepaids	58,979	-	-	46,412	-	105,391
Total Nonspendable	107,668	-	-	46,412	-	154,080
Restricted for:						
Creditors	5,271,786	-	-	1,415,382	478,329	7,165,497
Capital projects	-	-	32,542,703	-	-	32,542,703
Imposed by law	-	-	791,888	26,507,656	11,289,812	38,589,356
Debt service	-	-	-	-	313,479	313,479
Federal grants	-	1,649,601	-	-	-	1,649,601
Total Restricted	5,271,786	1,649,601	33,334,591	27,923,038	12,081,620	80,260,636
Committed for:						
Program purposes	308,510	-	-	-	-	308,510
Assigned to:						
County Operations	838,016	-	598,582	20,532,475	20,842	21,989,915
Unassigned	30,035,862	-	-	-	(82,052)	29,953,810
Total Fund Balance	$ 36,561,842	$ 1,649,601	$ 33,933,173	$ 48,501,925	$ 12,020,410	$ 132,666,951

Fund Balance refers to the difference between assets and liabilities in the governmental funds balance sheet. Governmental Accounting Standards Board, Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions establish the following classifications depicting the various types of fund balance and the controls over said funds.

Nonspendable Fund Balance – The Non-spendable Fund Balance classification includes amounts that cannot be spent because they are either not in a spendable form or they are legally or contractually required to be maintained intact. Examples of these funds are inventories or prepaid items. Additionally, these items are not expected to be converted to cash.

Restricted Fund Balance – Restricted Fund Balance represents those funds other than non-spendable that are restricted to specific purposes such as externally imposed by creditors, grantors, contributors or laws or regulations of other governments. Additionally, these funds are imposed by law through constitutional provisions or enabling legislation. The funds have a legally enforceable requirement that the resources be used only for the specific purpose stipulated in the legislation.

Committed Fund Balance – Committed Fund Balance represents those funds that can only be used for specific purposes per the formal action of the Ector County Commissions' Court. These funds cannot be used for any other purpose unless the Court removes or changes the specified use by taking the same type of action it employed to previously commit the funds. These funds include contractual obligations entered into by the Commissioners' Court.

Assigned Fund Balance – Assigned Fund Balance represents those funds designated by the Commissioners' Court to be used for specific purposes, but are neither restricted nor committed. Examples of these funds are funds that are under the authority of an official under the Commissioners' Court or are funds represented in all other fund types, except the General Fund, that are not classified as restricted, non-spendable or committed. The resources of these funds could represent operating transfers to special revenue funds from the general fund and the interest earnings associated with those transfers. Commitments relating to contracts not yet performed or purchase orders not yet filled are considered assigned.

Note 18 - Fund Balances (continued)

Unassigned Fund Balance – Unassigned Fund Balance is the resulting difference between total fund balance less the previous types of fund balances and are of the discretion of the Commissioners' Court. The general fund is the only fund type that may represent a positive unassigned fund balance. In other governmental funds, if expenditures incurred for specific purposes exceeded that amounts restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

Note 19 - Commitments and Contingencies

Encumbrances for purchase orders, contracts, and other commitments for expenditures are recorded in memorandum accounts on the County's governmental funds. Encumbrances lapse for budgetary purposes at the end of each fiscal year and the subsequent years appropriations provide authority to complete these transactions. Outstanding encumbrances at September 30, 2024, are reported in the table below:

Governmental Activities:		
Major Funds:		
General Fund	$	838,016
Capital Projects		598,582
Sales Tax District		20,532,475
Non Major Funds:		20,842
Total Governmental Activities	$	21,989,915
Business/Type Activities:		
Coliseum	$	10,442
Airport		45,814
Total Business-Type Activities	$	56,256

Note 20 – Deficit Fund Equity

At the end of the fiscal year, several of the special revenue funds reported deficit fund balances. These deficits are primarily due to expenditures incurred that exceeded the revenues and other financing sources available within these funds.

The specific funds and their respective deficit balances are detailed as follow:

Community and Rural Health Fund has a deficit of $8,506, the TJJD Grant A Community Program fund has a deficit of $5,496, the TJJD Grant A Pre & Post fund has a deficit of $1,967, the Health Epidemiology fund has a deficit of $44,765, the TJJD grant A Community Diversion fund has a deficit of $6,173, and the Juvenile Probation Grants fund has a deficit of $17,823.

These deficits arose due to the timing differences between the receipt of grant funds and the incurrence of program expenditures. The County anticipates that this deficit will be eliminated through the receipt of future grant reimbursements. The county is actively managing these deficit balances through interfund loans. The County is committed to addressing these deficits in a timely manner and ensuring the financial health of all its special revenue funds.

REQUIRED SUPPLEMENTARY INFORMATION


THE STATE OF TEXAS
COUNTY OF ECTOR

ECTOR COUNTY, TEXAS

GENERAL FUND

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Property Tax, Penalties and Interest	$ 62,564,056	$ 62,564,056	$ 60,485,928	$ (2,078,128)
Fines and Forfeitures	1,784,000	1,784,000	1,833,300	49,300
Licenses and Permits	299,000	299,000	338,438	39,438
Intergovernmental Charges	2,278,300	2,396,686	2,881,187	484,501
Charges for Current Services	7,721,664	7,721,664	8,268,258	546,594
Investment Income	1,000,000	1,590,030	2,618,569	1,028,539
Other	159,000	208,055	1,671,488	1,463,433
Total Revenues	75,806,020	76,563,491	78,097,168	1,533,677
Expenditures				
Current:				
Administrative	1,997,894	2,045,483	1,951,729	93,754
Judicial	18,654,764	18,955,698	17,110,648	1,845,050
Financial Administration	7,429,918	8,085,868	6,813,905	1,271,963
Law Enforcement	11,527,076	11,798,408	11,645,917	152,491
Correction	16,836,832	17,222,252	16,044,573	1,177,679
Health and Welfare	1,633,886	1,642,680	1,410,825	231,855
Culture and Recreation	527,600	545,880	681,701	(135,821)
Library	1,916,007	1,962,076	1,973,799	(11,723)
Maintenance	7,193,977	7,478,828	6,994,624	484,204
Conservation of Natural Resources	282,466	282,466	284,540	(2,074)
Non Departmental	1,722,792	1,600,164	1,513,415	86,749
Total Expenditures	69,723,212	71,619,803	66,425,676	5,194,127
Excess (Deficiency) of Revenues Over Expenditures	6,082,808	4,943,688	11,671,492	6,727,804
Other Financing Sources (Uses)				
Transfers (Out)	(1,465,000)	(1,465,000)	(1,465,000)	-
SBITAs Issued	-	-	-	-
Total Other Financing Sources (Uses)	(1,465,000)	(1,465,000)	(1,465,000)	-
Net Change in Fund Balance	4,617,808	3,478,688	10,206,492	6,727,804
Fund Balance, Beginning of Year	26,355,350	26,355,350	26,355,350	-
Fund Balance, End of Year	$ 30,973,158	$ 29,834,038	$ 36,561,842	$ 6,727,804

ECTOR COUNTY, TEXAS

AMERICAN RESCUE PLAN FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental charges	$ -	$ -	$ 8,346,807	$ 8,346,807
Investment income	325,000	325,000	-	(325,000)
Other income	-	3,903	3,903	-
Total Revenues	325,000	328,903	8,350,710	8,021,807
Expenditures				
Current:				
Capital outlay	-	177,912	55,201	122,711
General expenses	805,120	26,887,120	7,496,521	19,390,599
Total Expenditures	805,120	27,065,032	7,551,722	19,513,310
Deficiency of Revenues Over Expenditures	(480,120)	(26,736,129)	798,988	27,535,117
Fund Balance, Beginning of Year	850,613	850,613	850,613	-
Fund Balance, End of Year	$ 370,493	$(25,885,516)	$ 1,649,601	$27,535,117

ECTOR COUNTY, TEXAS

CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Charges for current services	$ 67,500	$ 67,500	$ 67,734	$ 234
Investment income	1,270,550	1,270,550	1,817,214	546,664
Other revenues	24,000	24,000	1,223,500	1,199,500
Hotel occupancy tax	700,000	700,000	946,349	246,349
Total Revenues	2,062,050	2,062,050	4,054,797	1,992,747
Expenditures				
Current:				
Departmental supplies and expenses	8,110	2,670,770	2,630,414	40,356
Professional services	223,175	614,984	216,782	398,202
Capital outlay	1,666,000	1,747,369	203,040	1,544,329
Total Expenditures	1,897,285	5,033,123	3,050,236	1,982,887
Excess (Deficiency) of Revenues Over expenditures	164,765	(2,971,073)	1,004,561	3,975,634
Other Financing Sources (uses)				
Transfers (out)	(300,000)	(300,000)	(119,513)	180,487
Total Other Financing Sources	(300,000)	(300,000)	(119,513)	180,487
Net Change in Fund Balance	(135,235)	(3,271,073)	885,048	4,156,121
Fund Balance, Beginning of Year	33,048,125	33,048,125	33,048,125	-
Fund Balance, End of Year	$ 32,912,890	$ 29,777,052	$ 33,933,173	$ 4,156,121

ECTOR COUNTY, TEXAS

SALES TAX DISTRICT FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Sales Tax	$ 32,000,000	$ 32,000,000	$ 35,364,306	$ 3,364,306
Investment Income	1,150,000	1,189,285	2,400,033	1,210,748
Other	-	214,864	215,605	741
Total Revenues	33,150,000	33,404,149	37,979,944	4,575,795
Expenditures				
Planning and Development				
Salaries	556,491	557,932	557,932	-
Employee benefits	259,338	262,640	262,640	-
Allowances	7,800	7,800	7,800	-
Departmental supplies and expense	703,515	701,181	616,216	84,965
Insurance	1,129	1,154	1,153	1
Law Enforcement				
Salaries	1,365,595	1,365,595	1,143,455	222,140
Employee benefits	613,171	613,171	543,556	69,615
Travel and education	4,000	9,000	6,146	2,854
Allowances	38,400	38,400	13,300	25,100
Departmental supplies and expense	494,656	509,656	242,539	267,117
Professional services	2,000,000	4,000,000	939,885	3,060,115
Insurance	25,766	25,766	15,230	10,536
Correction				
Salaries	6,907,000	6,605,868	6,099,885	505,983
Employee benefits	3,442,802	3,442,802	2,976,941	465,861
Departmental supplies and expense	-	-	-	-
Professional services	500,000	801,132	801,131	1
Insurance	135,658	135,658	83,890	51,768
Health and Welfare				
Salaries	538,096	538,096	487,705	50,391
Employee benefits	241,902	241,902	226,007	15,895
Travel and education	8,000	8,000	325	7,675
Departmental supplies and expense	264,003	290,065	225,873	64,192
Professional services	125,000	117,000	92,697	24,303
Insurance	12,380	12,380	8,190	4,190
Fire protection				
Professional services	930,560	930,560	921,750	8,810
Highway and Streets				
Salaries	868,839	883,709	469,583	414,126
Employee Benefits	419,228	422,208	309,699	112,509
Departmental Supplies and expense	1,210,718	1,145,578	1,108,509	37,069
Education and travel	15,000	15,000	2,071	12,929
Professional Services	1,000,000	993,482	1,000	992,482
Insurance	216,207	237,642	220,163	17,479
Capital Outlay	17,802,681	42,262,445	20,879,326	21,383,119
Total Expenditures	40,707,935	67,175,822	39,264,597	27,911,225
Net Change in Fund Balance	(7,557,935)	(33,771,673)	(1,284,653)	32,487,020
Fund Balance, Beginning of Year	49,786,578	49,786,578	49,786,578	-
Fund Balance, End of Year	$ 42,228,643	$ 16,014,905	$ 48,501,925	$ 32,487,020

ECTOR COUNTY, TEXAS

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

A. BUDGETARY INFORMATION

The County follows these procedures in establishing the budgets reflected in the financial statements:

(1) Prior to the beginning of each fiscal year, the County Judge submits to the Commissioners' Court a proposed budget for the fiscal year beginning on the following October 1. The operating budget includes proposed expenditures and the means of financing them.

(2) Public hearings are conducted at which all interested persons' comments concerning the budget are heard.

(3) The budget for the next fiscal year is legally enacted by the Commissioners' Court through the passage of a court order.

(4) Expenditures may not legally exceed appropriations by the expenditure activity for legally adopted annual operating budgets. The Commissioners' Court must approve any transfer of appropriation balances or portions thereof from one expenditure activity to another activity within a single department and from one department to another (i.e. total, salaries, employee benefits, departmental supplies, etc). The elected official or department head, with the County Auditor's approval, may transfer balances or portions of a single expenditure line item within the activity (full time salaries, part time salaries, etc.) During the year, several supplementary appropriations were necessary. These changes are reflected in the budget amounts presented.

(5) Annual budgets are legally adopted for all governmental funds on a basis consistent with generally accepted accounting principles.

Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting – under which purchase orders, contracts and other commitments for the expenditure of resources are recorded to reserve that portion of the applicable appropriation – is utilized in the governmental funds.

ECTOR COUNTY, TEXAS

SCHEDULES OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FOR THE LAST TEN MEASUREMENT YEARS

	Year Ended December 31:				
	2023	**2022**	**2021**	**2020**	**2019**
Total Pension Liability					
Service costs	$ 6,503,057	$ 6,037,279	$ 6,923,489	$ 5,454,766	$ 4,674,505
Interest on total pension liability	22,953,282	22,369,973	21,958,916	21,346,474	20,426,161
Effect of plan changes	-	-	-	-	-
Effect of assumption changes or inputs	-	-	(1,278,533)	15,032,567	-
Effect of economic/demographic (gains) or losses	354,482	(2,162,743)	(2,819,877)	(250,168)	1,972,262
Benefit payments/refunds of contributions	(19,404,746)	(18,678,878)	(18,306,236)	(17,009,726)	(15,992,685)
Net changes in total pension liability	10,406,075	7,565,631	6,477,759	24,573,913	11,080,243
Total Pension Liability, Beginning	305,038,529	297,472,898	290,995,139	266,421,226	255,340,983
Total Pension Liability, Ending (a)	$ 315,444,604	$ 305,038,529	$ 297,472,898	$ 290,995,139	$ 266,421,226
Fiduciary Net Position					
Employer contributions	$ 8,068,864	$ 7,750,285	$ 7,592,711	$ 8,029,561	$ 6,667,365
Member contributions	2,954,427	2,840,418	2,782,674	2,947,120	2,556,840
Investment income net of investment expenses	30,813,253	(17,342,331)	56,138,506	24,905,433	35,037,226
Benefit payments/refunds of contributions	(19,404,746)	(18,678,878)	(18,306,236)	(17,009,726)	(15,992,685)
Administrative expenses	(158,258)	(164,746)	(166,425)	(190,049)	(183,805)
Other	(321,239)	(895,452)	(152,267)	(153,816)	(196,833)
Net changes in fiduciary net position	21,952,301	(26,490,704)	47,888,963	18,528,523	27,888,108
Fiduciary Net Position, Beginning	281,128,531	307,619,235	259,730,272	241,201,749	213,313,641
Fiduciary Net Position, Ending (b)	$ 303,080,832	$ 281,128,531	$ 307,619,235	$ 259,730,272	$ 241,201,749
Net Pension Liability (Asset), Ending= (a) – (b)	$ 12,363,772	$ 23,909,998	$ (10,146,337)	$ 31,264,867	$ 25,219,477
Fiduciary Net Position as a % of Total Pension Liability	96.08%	92.16%	103.41%	89.26%	90.53%
Pensionable Covered Payroll	$ 39,948,733	$ 40,577,405	$ 39,752,485	$ 39,630,992	$ 34,042,555
Net Pension Liability (Asset) as a % of Covered Payroll	30.95%	58.92%	-26.81%	78.89%	74.08%

This schedule is intended to show information for ten years, additional information will be displayed as it becomes available.

Changes of assumptions reflect the effects of changes in the discount rate each period.

The following are the discount rates used in each period:

FYE	Discount Rate
2024	7.60%
2023	7.60%
2022	7.60%
2021	7.60%
2020	8.10%

ECTOR COUNTY, TEXAS

SCHEDULES OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FOR THE LAST TEN MEASUREMENT YEARS

	Year Ended December 31:				
	2018	**2017**	**2016**	**2015**	**2014**
Total Pension Liability					
Service costs	$ 4,756,722	$ 5,046,106	$ 5,471,354	$ 4,692,045	$ 4,471,872
Interest on total pension liability	20,004,517	19,245,632	18,419,455	17,794,346	17,092,143
Effect of plan changes	-	-	-	(942,288)	-
Effect of assumption changes or inputs	-	1,397,784	-	2,554,444	-
Effect of economic/demographic (gains) or losses	(3,980,926)	(1,195,692)	(1,912,586)	(2,560,045)	(717,619)
Benefit payments/refunds of contributions	(15,011,653)	(14,666,068)	(13,638,326)	(13,195,875)	(12,959,826)
Net changes in total pension liability	5,768,660	9,827,762	8,339,897	8,342,627	7,886,570
Total Pension Liability, Beginning	249,572,323	239,744,560	231,404,663	223,062,036	215,175,465
Total Pension Liability, Ending (a)	$ 255,340,983	$ 249,572,322	$ 239,744,560	$ 231,404,663	$ 223,062,035
Fiduciary Net Position					
Employer contributions	$ 5,706,236	$ 5,238,818	$ 4,987,606	$ 5,033,938	$ 4,708,962
Member contributions	2,251,938	2,251,724	2,237,630	2,225,217	2,071,475
Investment income net of investment expenses	(4,282,081)	29,554,178	14,483,384	(2,118,465)	13,265,027
Benefit payments/refunds of contributions	(15,011,653)	(14,666,068)	(13,638,327)	(13,195,875)	(12,959,826)
Administrative expenses	(171,334)	(149,896)	(157,572)	(144,215)	(155,513)
Other	(575,839)	(97,346)	(1,227,833)	(606,472)	(416,746)
Net changes in fiduciary net position	(12,082,733)	22,131,410	6,684,888	(8,805,872)	6,513,379
Fiduciary Net Position, Beginning	225,396,374	203,264,964	196,580,076	205,385,948	198,872,569
Fiduciary Net Position, Ending (b)	$ 213,313,641	$ 225,396,374	$ 203,264,964	$ 196,580,076	$ 205,385,948
Net Pension Liability (Asset), Ending= (a) – (b)	$ 42,027,342	$ 24,175,948	$ 36,479,596	$ 34,824,587	$ 17,676,087
Fiduciary Net Position as a % of Total Pension Liability	83.54%	90.31%	84.78%	84.95%	92.08%
Pensionable Covered Payroll	$ 34,042,555	$ 30,059,827	$ 31,970,895	$ 31,788,813	$ 29,592,501
Net Pension Liability (Asset) as a % of Covered Payroll	123.46%	80.43%	114.10%	109.55%	59.73%

This schedule is intended to show information for ten years, additional information will be displayed as it becomes available.


THE STATE OF TEXAS
COUNTY OF ECTOR

ECTOR COUNTY, TEXAS

SCHEDULE OF EMPLOYER CONTRIBUTIONS

LAST TEN FISCAL YEARS

Fiscal Year Ended	Actuarially Determined Contribution [3]	Actual Employer Contribution [1]	Contribution Deficiency (Excess)	Covered Payroll [2]	Actual Contribution as a % of Covered Payroll
2015	$ 5,032,169	$ 5,059,990	$ (27,821)	$ 31,788,813	15.9%
2016	4,974,671	5,024,245	(49,574)	31,970,895	15.7%
2017	5,230,432	5,138,361	92,071	32,167,480	16.0%
2018	5,703,838	5,596,682	107,156	32,170,544	17.4%
2019	6,667,365	6,491,632	175,733	36,429,306	17.8%
2020	8,029,561	7,560,452	469,109	42,101,716	18.0%
2021	7,592,711	7,699,951	(107,240)	39,752,485	19.4%
2022	7,750,285	7,412,683	337,602	40,577,405	18.3%
2023	6,958,786	8,068,864	(1,109,078)	42,206,102	19.1%
2024	7,643,193	9,217,721	(1,574,527)	48,161,269	19.1%

(1) Actual employer contributions are for the year ending September 30.

(2) Payroll is calculated based on contributions as reported to TCDRS.

(3) Actuarially Determined Contributions are for the measurement year

Notes to Schedule

Valuation Date	December 31, 2023
Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	9.3 years (based on contribution rate calculated in 12/31/2023 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation.
Investment Rate of Return	7.50%, net of administrative and investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions *	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2022: New investment return and inflation assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule of Employer Contributions*	2015: No changes in plan provisions were reflected in the Schedule. 2016: No changes in plan provisions were reflected in the Schedule. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017. 2018: No changes in plan provisions were reflected in the Schedule. 2019: No changes in plan provisions were reflected in the Schedule. 2020: No changes in plan provisions were reflected in the Schedule. 2021: No changes in plan provisions were reflected in the Schedule. 2022: No changes in plan provisions were reflected in the Schedule.

**Only changes that affect the benefit amount and that are effective 2015 and later are shown in the Notes to Schedule.*

ECTOR COUNTY, TEXAS

SCHEDULE OF CHANGES IN OTHER POST-EMPLOYMENT BENEFIT LIABILITY AND RELATED RATIOS
THE LAST SEVEN MEASUREMENT YEARS

	2023	2022	2021	2020	2019
Total OPEB Liability					
Service costs	$ 1,191,433	$ 2,218,677	$ 3,253,399	$ 2,775,081	$ 1,982,424
Interest on total OPEB liability	2,447,176	1,678,321	1,768,599	2,281,153	2,608,520
Changes of Benefit Terms	-	-	-	-	-
Experience of the total OPEB liability	199,730	(7,946,270)	231,513	(5,230,961)	(719,029)
Changes of Assumptions	2,388,833	(23,745,398)	497,757	7,690,510	10,256,614
Benefit Payments	(2,687,229)	(2,274,195)	(2,627,366)	(1,924,632)	(1,844,033)
Net Change in Total OPEB Liability	3,539,943	(30,068,865)	3,123,902	5,591,151	12,284,496
Total Net OPEB Liability - Beginning	61,171,988	91,240,853	88,116,951	82,525,800	70,241,304
Total Net OPEB Liability -Ending	64,711,931	61,171,988	91,240,853	88,116,951	82,525,800
Covered-Employee Payroll	39,948,733	37,380,549	37,846,675	39,630,992	34,042,555
Total OPEB Liability as a Percentage of Covered-Employee Payroll	161.99%	163.65%	241.08%	222.34%	242.42%
OPEB Liability					
Ending total OPEB liability	64,711,931	61,171,988	91,240,853	88,116,951	82,525,800
Net OPEB liability	$64,711,931	$61,171,988	$91,240,853	$88,116,951	$82,525,800

This schedule is intended to show information for ten years, additional information will be displayed as it becomes available.

No assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P52.101 to pay related benefits for the plan.

Notes to Schedule:

FYE23 – The healthcare trend rates were updated.
FYE22 – The demographic and salary increase assumptions were updated to reflect the 2021 TCDRS experience study.
FYE21 – The health care trend rates were updated, and the methodology for determining service cost was updated.
FYE20 – The healthcare trend assumptions were updated to reflect the repeal of the "Cadillac Tax".
FYE19 – Changes of benefit terms reflect a change in the benefit eligibility. Effective January 1, 2021, employees must have 12 years of County service, and meet either the Rule of 75 or have 35 years of service. Additionally, the health care trend rates were updated.

Changes of assumptions reflect the effects of changes in the discount rate each period.
The following are the discount rates used in each period:

FYE	Discount Rate
2024	3.77%
2023	4.05%
2022	1.84%
2021	2.00%
2020	2.75%
2019	3.71%

SCHEDULE OF CHANGES IN OTHER POST-EMPLOYMENT BENEFIT LIABILITY AND RELATED RATIOS
THE LAST SEVEN MEASUREMENT YEARS

	2018	2017
Total OPEB Liability		
Service costs	$ 2,554,520	$ 3,238,782
Interest on total OPEB liability	2,765,065	2,819,008
Changes of Benefit Terms	(2,059,686)	-
Experience of the total OPEB liability	(12,841,348)	376,514
Changes of Assumptions	(1,437,152)	5,805,666
Benefit Payments	(1,999,101)	(2,702,554)
Net Change in Total OPEB Liability	(13,017,702)	9,537,416
Total Net OPEB Liability - Beginning	83,259,006	73,721,590
Total Net OPEB Liability -Ending	70,241,304	83,259,006
Covered-Employee Payroll	30,059,827	30,299,157
Total OPEB Liability as a Percentage of Covered-Employee Payroll	233.67%	274.79%
OPEB Liability		
Ending total OPEB liability	70,241,304	83,259,006
Net OPEB liability	$70,241,304	$83,259,006


THE STATE OF TEXAS
COUNTY OF ECTOR

OTHER SUPPLEMENTARY INFORMATION

Additional general fund, debt service and capital projects budgetary schedules are presented here in order to demonstrate compliance at the legal level of budgetary control.

The Special Revenue Funds account for revenues derived from specific taxes or other earmarked revenue sources (other than major capital projects) that are legally restricted to expenditures for a specific purpose. The following are the County's Special Revenue Funds:

Law Library Fund – To account for the fees collected, and restricted by state law, for the maintenance of the County Law Library.

Elections Administration Fund – To account for the fees collected and expense incurred to hold elections for the County and other governmental entities.

Other Programs – To account for the revenue received through the special funds listed below.

Child Abuse Prevention Fund
Records Management and Preservation Fund
County Clerk Records Management Fund
County Clerk Archive
Meteor Crater
Courthouse Security Fund
J.P. Technology Fund
Court Technology Fund
CA Pre-Trial Intervention Fund
Employee Enrichment
District Clerk Archive
District Clerk Records Management

Grant Programs – To account for the revenues received through the grant programs listed below. These funds are restricted to their use based upon the purpose of the various grants.

State and Federal Grant Programs:
TJJD Grant S
TJJD Grant A Basic Supervision
Senior Nutrition Program
JAG Grant Fund
TJJD Grant A Mental Health
Community and Rural Health Fund
TJJD Grant A Comm. Program
Immunization Fund
Juvenile IV-E Program
Health Epidemiology
TJJD Grant A Pre & Post
TJJD Grant A Community Diversion

ECTOR COUNTY, TEXAS

GENERAL FUND

SCHEDULE OF REVENUES - BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Taxes				
Property Taxes	$ 61,730,329	$ 61,730,329	$59,671,351	$ (2,058,978)
Interest and Penalties	833,727	833,727	814,577	(19,150)
Total Taxes	62,564,056	62,564,056	60,485,928	(2,078,128)
Fines and Forfeitures	1,784,000	1,784,000	1,833,300	49,300
Licenses and Permits	299,000	299,000	338,438	39,438
Intergovernmental Charges	2,278,300	2,396,686	2,881,187	484,501
Charges for Current Services				
Judicial Fees	1,356,600	1,356,600	1,524,382	167,782
Tax Assessor Collector Fees	4,000,000	4,000,000	4,045,716	45,716
Law Enforcement Fees	854,000	854,000	1,038,774	184,774
Correctional Fees	370,000	370,000	447,799	77,799
Health Department Services	311,500	311,500	339,172	27,672
County Portion State Fees	90,000	90,000	100,488	10,488
Other Services	739,564	739,564	771,927	32,363
Total Charges for Current Services	7,721,664	7,721,664	8,268,258	546,594
Investment Income	1,000,000	1,590,030	2,618,569	1,028,539
Other	159,000	208,055	1,671,488	1,463,433
Total Revenues	$ 75,806,020	$ 76,563,491	$78,097,168	$ 1,533,677

ECTOR COUNTY, TEXAS

GENERAL FUND

SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Administrative				
County Judge:				
Salaries	$ 220,554	$ 220,773	$ 220,761	$ 12
Employee Benefits	93,646	93,244	93,243	1
Auto Allowance	8,400	8,400	8,400	-
Travel and Education	5,000	5,800	5,455	345
Departmental Supplies and Expenditures	4,200	3,960	3,565	395
Professional Services	500	500	126	374
Insurance	887	1,310	1,309	1
Total County Judge	333,187	333,987	332,859	1,128
Commissioners' Court:				
Salaries	264,029	264,029	244,965	19,064
Employee Benefits	115,273	115,273	111,214	4,059
Auto Allowance	5,400	5,400	9,988	(4,588)
Travel and Education	-	6,400	6,309	91
Departmental Supplies and Expenditures	1,300	36,566	36,310	256
Insurance	1,346	1,346	851	495
Total Commissioners' Court	387,348	429,014	409,637	19,377
Commissioner Precinct #1:				
Salaries	63,940	63,940	63,939	1
Employee Benefits	29,349	29,349	28,678	671
Auto Allowance	5,400	5,400	5,400	-
Travel and Education	2,800	2,800	318	2,482
Departmental Supplies and Expenditures	1,050	1,050	741	309
Insurance	208	208	159	49
Total Commissioner Precinct #1	102,747	102,747	99,235	3,512
Commissioner Precinct #2:				
Salaries	70,354	70,354	70,354	-
Employee Benefits	31,065	30,771	29,923	848
Auto Allowance	5,400	5,400	5,400	-
Travel and Education	2,800	2,916	2,916	-
Departmental Supplies and Expenditures	1,050	1,050	756	294
Insurance	227	227	352	(125)
Total Commissioner Precinct #2	110,896	110,718	109,701	1,017

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Administrative (continued)				
Commissioner Precinct #3:				
Salaries	$ 63,940	$ 63,940	$ 63,939	$ 1
Employee Benefits	29,349	29,349	28,906	443
Auto Allowance	5,400	5,400	5,400	-
Travel and Education	2,800	2,800	1,448	1,352
Departmental Supplies and Expenditures	1,050	1,050	770	280
Insurance	208	208	159	49
Total Commissioner Precinct #3	102,747	102,747	100,622	2,125
Commissioner Precinct #4:				
Salaries	59,072	61,572	61,572	-
Employee Benefits	28,048	28,048	27,738	310
Auto Allowance	5,400	5,400	5,400	-
Travel and Education	2,800	2,800	2,627	173
Departmental Supplies and Expenditures	1,050	1,050	770	280
Insurance	193	193	148	45
Total Commissioner Precinct #4	96,563	99,063	98,255	808
Human Resources:				
Salaries	480,432	480,432	442,584	37,848
Employee Benefits	191,223	191,223	181,416	9,807
Auto Allowance	1,800	1,800	1,650	150
Travel and Education	14,200	14,200	11,611	2,589
Departmental Supplies and Expenditures	104,592	107,719	104,618	3,101
Professional Services	70,000	69,723	57,798	11,925
Insurance	2,159	2,110	1,743	367
Total Human Resources	864,406	867,207	801,420	65,787
Total Administrative	1,997,894	2,045,483	1,951,729	93,754

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Judicial				
70th District Court:				
Salaries	$ 258,891	$ 258,891	$ 256,896	$ 1,995
Employee Benefits	113,658	113,658	112,555	1,103
Travel and Education	5,000	5,000	4,372	628
Departmental Supplies and Expenditures	9,750	12,878	10,257	2,621
Professional Services	670	670	-	670
Insurance	2,194	2,194	1,797	397
Total 70th District Court	390,163	393,291	385,877	7,414
161st District Court:				
Salaries	224,019	224,927	224,926	1
Employee Benefits	104,330	104,003	104,002	1
Travel and Education	5,000	6,741	11,054	(4,313)
Departmental Supplies and Expenditures	11,123	10,769	9,464	1,305
Professional Services	-	-	1,304	(1,304)
Insurance	1,863	1,443	1,443	-
Total 161th District Court	346,335	347,883	352,193	(4,310)
244th District Court:				
Salaries	227,948	228,248	228,247	1
Employee Benefits	105,380	105,380	104,396	984
Travel and Education	5,000	4,178	6,760	(2,582)
Departmental Supplies and Expenditures	18,250	19,118	15,964	3,154
Professional Services	2,170	2,136	1,995	141
Insurance	1,950	1,950	1,599	351
Total 244th District Court	360,698	361,010	358,961	2,049
358th District Court:				
Salaries	278,412	278,501	278,500	1
Employee Benefits	129,680	129,680	128,915	765
Travel and Education	4,500	4,411	5,071	(660)
Departmental Supplies and Expenditures	7,250	7,250	3,389	3,861
Professional Services	2,170	2,170	1,689	481
Insurance	2,135	2,135	1,761	374
Total 358th District Court	424,147	424,147	419,325	4,822
446th District Court:				
Salaries	245,004	245,012	245,003	9
Employee Benefits	109,943	111,951	111,949	2
Travel and Education	6,500	6,500	9,793	(3,293)
Departmental Supplies and Expenditures	8,500	6,484	3,191	3,293
Professional Services	4,504	4,504	4,127	377
Insurance	2,070	2,070	1,695	375
Total 446th District Court	376,521	376,521	375,758	763

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Judicial (continued)				
District Clerk:				
Salaries	$ 1,547,728	$ 1,546,006	$ 1,276,576	$ 269,430
Employee Benefits	768,366	768,366	690,345	78,021
Auto Allowance	2,700	2,700	2,700	-
Travel and Education	16,595	16,632	16,632	-
Departmental Supplies and Expenditures	61,720	63,650	56,630	7,020
Professional Services	54,908	72,767	18,813	53,954
Insurance	7,550	7,550	5,776	1,774
Total District Clerk	2,459,567	2,477,671	2,067,472	410,199
District Attorney:				
Salaries	3,838,797	3,832,638	3,211,147	621,491
Employee Benefits	1,597,989	1,597,989	1,418,327	179,662
Auto Allowance	35,550	35,550	26,719	8,831
Travel and Education	25,000	30,793	30,792	1
Departmental Supplies and Expenditures	55,500	56,424	16,326	40,098
Professional Services	306,259	306,259	178,891	127,368
Insurance	21,162	21,162	15,579	5,583
Total District Attorney	5,880,257	5,880,815	4,897,781	983,034
County Court at Law #1:				
Salaries	311,312	311,312	384,844	(73,532)
Employee Benefits	236,749	236,749	144,228	92,521
Travel and Education	5,000	5,000	3,987	1,013
Departmental Supplies and Expenditures	22,053	24,221	21,377	2,844
Professional Services	370	1,870	1,674	196
Insurance	1,647	1,830	1,829	1
Total County Court at Law #1	577,131	580,982	557,939	23,043
County Court at Law #2:				
Salaries	249,269	249,269	331,610	(82,341)
Employee Benefits	205,550	205,550	119,483	86,067
Travel and Education	2,000	2,081	2,081	-
Departmental Supplies and Expenditures	2,700	10,161	9,300	861
Professional Services	1,965	1,965	1,544	421
Insurance	1,328	1,328	1,089	239
Total County Court at Law #2	462,812	470,354	465,107	5,247

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Judicial (continued)				
County Clerk:				
Salaries	$ 1,044,766	$ 1,034,266	$ 953,987	$ 80,279
Employee Benefits	528,598	528,598	499,831	28,767
Auto Allowance	2,700	2,700	2,700	-
Travel and Education	10,349	10,349	4,647	5,702
Departmental Supplies and Expenditures	43,000	53,500	49,216	4,284
Professional Services	11,786	11,853	10,563	1,290
Insurance	5,045	5,045	3,911	1,134
Total County Clerk	1,646,244	1,646,311	1,524,855	121,456
County Attorney:				
Salaries	106,285	90,119	139,544	(49,425)
Employee Benefits	139,961	156,127	82,578	73,549
Auto Allowance	4,500	4,500	4,500	-
Travel and Education	1,000	1,000	-	1,000
Departmental Supplies and Expenditures	1,900	1,893	60	1,833
Professional Services	2,299	3,167	2,582	585
Insurance	160	160	52	108
Total County Attorney	256,105	256,966	229,316	27,650
Justice of the Peace – Precinct #1:				
Salaries	316,994	309,045	289,555	19,490
Employee Benefits	146,322	146,322	142,074	4,248
Auto Allowance	5,050	5,051	5,050	1
Travel and Education	7,500	7,499	5,362	2,137
Departmental Supplies and Expenditures	13,500	13,500	13,461	39
Professional Services	1,560	1,560	130	1,430
Insurance	1,496	1,496	1,306	190
Total Justice of the Peace – Precinct #1	492,422	484,473	456,938	27,535
Justice of the Peace – Precinct #2:				
Salaries	146,501	153,175	153,172	3
Employee Benefits	72,940	74,091	74,090	1
Auto Allowance	5,050	5,051	5,050	1
Travel and Education	6,000	6,000	6,000	-
Departmental Supplies and Expenditures	3,675	3,831	4,391	(560)
Professional Services	320	229	172	57
Insurance	592	592	503	89
Total Justice of the Peace – Precinct #2	235,078	242,969	243,378	(409)

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Judicial (continued)				
Justice of the Peace – Precinct #3:				
Salaries	$ 120,433	$ 120,433	$ 110,165	$ 10,268
Employee Benefits	65,768	65,768	52,356	13,412
Auto Allowance	5,050	5,051	5,050	1
Travel and Education	5,000	4,999	1,484	3,515
Departmental Supplies and Expenditures	2,600	10,097	9,385	712
Professional Services	680	683	115	568
Insurance	477	477	315	162
Total Justice of the Peace – Precinct #3	200,008	207,508	178,870	28,638
Justice of the Peace – Precinct #4:				
Salaries	184,873	184,873	181,845	3,028
Employee Benefits	83,206	83,206	81,561	1,645
Auto Allowance	5,050	5,051	5,050	1
Travel and Education	7,500	7,499	4,311	3,188
Departmental Supplies and Expenditures	7,000	7,000	6,172	828
Professional Services	185	185	70	115
Insurance	801	801	678	123
Total Justice of the Peace – Precinct #4	288,615	288,615	279,687	8,928
County and District Court Jury:				
Departmental Supplies and Expenditures	32,500	47,020	37,426	9,594
Professional Service	68,000	67,201	23,571	43,630
Jury Service	175,000	293,386	293,386	-
Total County and District Court Jury	275,500	407,607	354,383	53,224
Medical Examiner:				
Salaries	411,882	414,830	414,829	1
Employee Benefits	186,742	186,742	186,142	600
Auto Allowance	3,600	3,600	3,575	25
Travel and Education	148,200	145,252	135,483	9,769
Departmental Supplies and Expenditures	6,700	6,796	68,392	(61,596)
Professional Services	448,200	469,531	309,439	160,092
Insurance	19,352	7,352	5,891	1,461
Total Medical Examiner	1,224,676	1,234,103	1,123,751	110,352
Non Dept Judicial:				
Departmental Supplies and Expenditures	-	-	1,960	(1,960)
Professional Services	2,758,485	2,874,472	2,837,097	37,375
Total Other Judicial	2,758,485	2,874,472	2,839,057	35,415
Total Judicial	18,654,764	18,955,698	17,110,648	1,845,050

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Financial Administration				
County Auditor:				
Salaries	$ 547,319	$ 536,082	$ 413,771	$ 122,311
Employee Benefits	233,611	233,611	195,936	37,675
Auto Allowance	3,000	3,000	2,791	209
Travel and Education	6,000	6,000	5,489	511
Departmental Supplies and Expenditures	110,300	121,537	121,017	520
Professional Services	2,208	2,208	2,207	1
Insurance	3,073	3,073	2,031	1,042
Total County Auditor	905,511	905,511	743,242	162,269
County Treasurer:				
Salaries	205,074	205,074	190,074	15,000
Employee Benefits	97,090	97,090	94,112	2,978
Auto Allowance	2,700	2,700	2,700	-
Travel and Education	4,900	4,900	3,282	1,618
Departmental Supplies and Expenditures	9,000	9,746	4,568	5,178
Professional Services	5,101	5,101	2,589	2,512
Insurance	1,230	1,230	1,014	216
Total County Treasurer	325,095	325,841	298,339	27,502
Tax Assessor Collector:				
Salaries	745,799	745,799	674,007	71,792
Employee Benefits	394,625	394,625	372,481	22,144
Auto Allowance	2,700	2,700	2,700	-
Travel and Education	2,500	2,500	902	1,598
Departmental Supplies and Expenditures	37,900	36,099	24,290	11,809
Professional Services	2,649	2,649	2,598	51
Insurance	3,561	4,032	3,346	686
Total Tax Assessor Collector	1,189,734	1,188,404	1,080,324	108,080
Purchasing Department:				
Salaries	313,208	297,820	269,145	28,675
Employee Benefits	149,306	149,306	135,413	13,893
Auto Allowance	2,700	2,700	2,700	-
Travel and Education	6,050	6,268	6,267	1
Departmental Supplies and Expenditures	3,826	7,801	6,472	1,329
Professional Services	1,025	6,025	1,399	4,626
Utilities	250	250	-	250
Insurance	1,578	1,578	1,226	352
Other	8,000	14,195	14,195	-
Total Purchasing Department	485,943	485,943	436,817	49,126

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Financial Administration (continued)				
Information Technology:				
Salaries	$ 779,354	$ 767,396	$ 709,169	$ 58,227
Employee Benefits	339,522	339,522	312,514	27,008
Auto Allowance	5,625	5,625	5,927	(302)
Travel and Education	46,500	57,498	15,881	41,617
Departmental Supplies and Expenditures	317,570	455,108	227,565	227,543
Professional Services	1,703,169	2,069,491	1,679,528	389,963
Utilities	312,532	299,882	131,436	168,446
Insurance	4,474	4,474	3,188	1,286
Capital Outlay	10,000	10,000	-	10,000
Total Information Technology	3,518,746	4,008,996	3,085,208	923,788
Non Dept Financial:				
Employee Benefits	2,408	7,597	7,560	37
Auto Allowance	9,000	9,525	9,525	-
Departmental Supplies and Expenditures	46,800	48,782	47,658	1,124
Professional Services	936,060	1,094,430	1,094,430	-
Insurance	178	178	141	37
Total Other Services	994,446	1,160,512	1,159,314	1,198
Economic Development:				
Professional Services	5,000	5,000	5,000	-
Other	5,443	5,661	5,661	-
Total Economic Development	10,443	10,661	10,661	-
Total Financial Administration	7,429,918	8,085,868	6,813,905	1,271,963

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Law Enforcement				
Sheriff:				
Salaries	$ 6,915,340	$ 7,282,681	$ 7,281,986	$ 695
Employee Benefits	2,981,214	3,032,239	3,017,000	15,239
Allowances	192,000	92,800	92,800	-
Travel and Education	93,000	86,015	86,014	1
Departmental Supplies and Expenditures	633,400	724,120	621,813	102,307
Professional Services	547,490	435,798	403,986	31,812
Utilities	-	-	-	-
Insurance	123,728	103,851	103,639	212
Total Sheriff	11,486,172	11,757,504	11,607,238	150,266
Constables:				
Salaries	6,615	6,615	4,862	1,753
Employee Benefits	34,171	34,171	33,701	470
Insurance	118	118	116	2
Total Constables	40,904	40,904	38,679	2,225
Total Law Enforcement	11,527,076	11,798,408	11,645,917	152,491
Correction				
Jail:				
Salaries	5,190,671	4,920,262	4,609,175	311,087
Employee Benefits	2,451,603	2,451,603	2,130,977	320,626
Travel and Education	145,000	145,000	120,303	24,697
Departmental Supplies and Expenditures	488,200	691,197	679,972	11,225
Professional Services	1,312,156	1,532,565	1,531,470	1,095
Insurance	102,151	102,151	67,300	34,851
Total Jail	9,689,781	9,842,778	9,139,197	703,581
Jail Medical Services:				
Salaries	877,349	801,887	801,885	2
Employee Benefits	385,892	363,370	363,369	1
Departmental Supplies and Expenditures	510,000	670,454	666,888	3,566
Professional Services	300,000	456,948	456,948	-
Insurance	4,545	4,545	3,400	1,145
Total Jail Medical Services	2,077,786	2,297,204	2,292,490	4,714

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Correction (continued)				
Post Sentence Monitoring:				
Salaries	$ 550,609	$ 553,998	$ 553,998	$ -
Employee Benefits	255,289	255,289	254,493	796
Travel and Education	10,000	10,850	10,822	28
Departmental Supplies and Expenditures	56,850	51,729	40,015	11,714
Professional Services	302,850	317,356	314,064	3,292
Insurance	10,137	10,137	6,454	3,683
Total Post Sentence Monitoring	1,185,735	1,199,359	1,179,846	19,513
Juvenile Probation Department:				
Salaries	2,071,596	2,071,596	2,010,816	60,780
Employee Benefits	991,624	984,965	967,782	17,183
Departmental Supplies and Expenditures	725,284	709,798	357,864	351,934
Professional Services	55,693	77,161	75,060	2,101
Insurance	39,333	39,391	21,518	17,873
Total Juvenile Probation Department	3,883,530	3,882,911	3,433,040	449,871
Total Correction	16,836,832	17,222,252	16,044,573	1,177,679
Health and Welfare				
County Health Department:				
Salaries	826,511	826,511	687,714	138,797
Employee Benefits	404,244	404,244	363,797	40,447
Auto Allowance	38,700	38,700	36,400	2,300
Travel and Education	12,500	12,500	11,548	952
Departmental Supplies and Expenditures	169,250	169,292	127,595	41,697
Professional Services	36,522	36,522	30,415	6,107
Insurance	4,659	4,659	3,334	1,325
Total County Health Department	1,492,386	1,492,428	1,260,803	231,625

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Health and Welfare (continued)				
Children's Services:				
Departmental Supplies and Expenditures	$ 4,500	$ 4,500	$ 4,275	$ 225
Professional Services	-	-	-	-
Total Children's Services	4,500	4,500	4,275	225
Non Dept. Health and Welfare:				
Professional Services	137,000	145,752	145,747	5
Total Non Dept Health and Welfare	137,000	145,752	145,747	5
Total Health and Welfare	1,633,886	1,642,680	1,410,825	231,855
Culture and Recreation				
White Pool Museum:				
Departmental Supplies and Expenditures	1,370	1,370	175,854	(174,484)
Utilities	9,400	9,400	7,941	1,459
Total White Pool Museum	10,770	10,770	183,795	(173,025)
Senior Citizen Centers:				
Salaries	183,403	183,304	169,739	13,565
Employee Benefits	91,244	91,244	88,298	2,946
Auto Allowance	1,200	1,200	1,200	-
Travel and Education	100	100	-	100
Departmental Supplies and Expenditures	1,370	1,370	1,301	69
Professional Services	179,652	179,652	167,069	12,583
Utilities	450	549	549	-
Insurance	2,381	2,381	731	1,650
Total Senior Citizen Centers	459,800	459,800	428,887	30,913

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Culture and Recreation (continued)				
Historical Commission:				
Departmental Supplies and Expenditures	$ 5,000	$ 5,000	$ -	$ 5,000
Total Historical Commission	5,000	5,000	-	5,000
Parks:				
Departmental Supplies and Expenditures	8,110	6,569	5,120	1,449
Utilities	20,670	22,491	23,134	(643)
Professional services	23,250	41,250	40,765	485
Total Parks	52,030	70,310	69,019	1,291
Total Culture and Recreation	527,600	545,880	681,701	(135,821)
Library				
Ector County Library:				
Salaries	1,041,688	1,041,688	998,996	42,692
Employee Benefits	502,779	502,779	491,611	11,168
Auto Allowance	1,350	1,350	1,350	-
Travel and Education	12,000	13,293	13,292	1
Departmental Supplies and Expenditures	324,512	368,832	437,453	(68,621)
Professional Services	26,500	26,500	24,534	1,966
Utilities	1,500	1,956	1,949	7
Insurance	5,678	5,678	4,614	1,064
Total Library	1,916,007	1,962,076	1,973,799	(11,723)
Maintenance				
Building Maintenance:				
Salaries	1,856,238	1,855,938	1,637,387	218,551
Employee Benefits	819,173	819,173	810,789	8,384
Auto Allowance	1,200	1,500	1,500	-
Travel and Education	11,500	11,500	7,896	3,604
Departmental Supplies and Expenditures	701,122	759,005	662,670	96,335
Professional Services	5,427	9,745	-	9,745
Utilities	1,010,000	1,010,000	1,072,383	(62,383)
Insurance	48,533	48,533	36,851	11,682
Other	533,019	528,607	522,221	6,386
Capital outlay	561,077	788,139	630,257	157,882
Total Building Maintenance	5,547,289	5,832,140	5,381,954	450,186

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Maintenance (continued)				
County Cemetery:				
Salaries	$ 419,441	$ 419,441	$ 411,361	$ 8,080
Employee Benefits	210,204	210,204	206,546	3,658
Auto Allowance	3,000	3,000	3,000	-
Departmental Supplies and Expenditures	62,160	62,160	46,405	15,755
Professional Services	125	125	125	-
Insurance	14,102	14,102	7,577	6,525
Total County Cemetery	709,032	709,032	675,014	34,018
Motor Vehicle Repairs and Maintenance:				
Departmental Supplies and Expenditures	937,656	937,656	937,656	-
Total General Fund Vehicle Maintenance	937,656	937,656	937,656	-
Total Maintenance	7,193,977	7,478,828	6,994,624	484,204
Conservation of Natural Resources				
County Extension Agents:				
Salaries	138,203	138,203	114,579	23,624
Employee Benefits	93,035	93,035	85,563	7,472
Travel and Education	22,000	22,000	9,252	12,748
Departmental Supplies and Expenditures	19,950	19,950	70,258	(50,308)
Professional Services	2,500	2,500	1,123	1,377
Insurance	1,778	1,778	461	1,317
Other	2,500	2,500	804	1,696
Total County Extension Agents	279,966	279,966	282,040	(2,074)
Soil and Water Conservation:				
Other	2,500	2,500	2,500	-
Total Soil and Water Conservation	2,500	2,500	2,500	-
Total Conservation of Natural Resources	282,466	282,466	284,540	(2,074)

GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Non Departmental and Other				
Non Departmental:				
Professional Services	$ 40,000	$ 45,521	$ 43,833	$ 1,688
Legal Services	50,000	61,097	61,096	1
Other	312,000	172,754	268,691	(95,937)
Travel and Education	5,000	5,000	3,810	1,190
Total Non Departmental	407,000	284,372	377,430	(93,058)
Insurance:				
Insurance Expenditures	1,299,758	1,299,758	1,120,167	179,591
Total Insurance Expenditures	1,299,758	1,299,758	1,120,167	179,591
Postage and Reproduction:				
Departmental Supplies and Expenditures	16,034	16,034	15,818	216
Total Postage and Reproduction	16,034	16,034	15,818	216
Total Non Departmental and Other	1,722,792	1,600,164	1,513,415	86,749
Total Expenditures	$ 69,723,212	$ 71,619,803	$ 66,425,676	$ 5,194,127


THE STATE OF TEXAS
COUNTY OF ECTOR

ECTOR COUNTY, TEXAS

CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Charges for current services	$ 67,500	$ 67,500	$ 67,734	$ 234
Investment income	1,270,550	1,270,550	1,817,214	546,664
Other revenues	24,000	24,000	1,223,500	1,199,500
Hotel occupancy tax	700,000	700,000	946,349	246,349
Total Revenues	2,062,050	2,062,050	4,054,797	1,992,747
Expenditures				
Current:				
Departmental supplies and expenses	8,110	2,670,770	2,630,414	40,356
Professional services	223,175	614,984	216,782	398,202
Capital outlay	1,666,000	1,747,369	203,040	1,544,329
Total Expenditures	1,897,285	5,033,123	3,050,236	1,982,887
Excess (Deficiency) of Revenues Over expenditures	164,765	(2,971,073)	1,004,561	3,975,634
Other Financing Sources (uses)				
Transfers (out)	(300,000)	(300,000)	(119,513)	180,487
Total Other Financing Sources	(300,000)	(300,000)	(119,513)	180,487
Net Change in Fund Balance	(135,235)	(3,271,073)	885,048	4,156,121
Fund Balance, Beginning of Year	33,048,125	33,048,125	33,048,125	-
Fund Balance, End of Year	$ 32,912,890	$ 29,777,052	$ 33,933,173	$ 4,156,121

NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
September 30, 2024

	Law Library Fund	Elections Administration Fund	Child Abuse Prevention Fund	Records Management and Prevention Fund
Assets				
Cash and cash equivalents	$ 43,231	$ 353,614	$ 3,798	$ 18,703
Investments	161,107	103,196	-	133,088
Property taxes receivable	-	-	-	-
Less allowance for uncollectible taxes	-	-	-	-
Other receivables	746	-	-	148
Due from other funds	-	-	-	-
Due from other governments	-	-	-	-
Total Assets	$ 205,084	$ 456,810	$ 3,798	$ 151,939
Liabilities and Fund Balances				
Liabilities:				
Accounts payable	$ 1,334	$ 774	$ -	$ -
Due to other funds	1,939	14,540	-	-
Deferred Revenue	-	-	-	-
Due to Other Governments	-	-	-	-
Total Liabilities	3,273	15,314	-	-
Fund Balances				
Restricted Fund Balance:				
Creditors	1,334	774	-	-
Imposed by law	193,955	432,195	3,798	151,939
Retirement of long-term debt	-	-	-	-
Committed Fund Balance:				
Assigned	6,522	8,527	-	-
Unassigned Fund Balance	-	-	-	-
Total Fund Balances	201,811	441,496	3,798	151,939
Total Liabilities and Fund Balances	$ 205,084	$ 456,810	$ 3,798	$ 151,939

NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
September 30, 2024

	County Clerk Archive	County Clerk Records Management Fund	TJJD Grant A Basic Supervision	Senior Nutrition Program
Assets				
Cash and cash equivalents	$ 301,391	$ 197,171	$ 36,395	$ 11,073
Investments	494,001	143,676	-	147,951
Property taxes receivable	-	-	-	-
Less allowance for uncollectible taxes	-	-	-	-
Other receivables	7,390	9,743	-	-
Due from other funds	-	-	23,856	157,000
Due from other governments	-	-	-	10,514
Total Assets	$ 802,782	$ 350,590	$ 60,251	$ 326,538
Liabilities and Fund Balances				
Liabilities:				
Accounts payable	$ -	$ 6,774	$ -	$ 11,113
Due to other funds	-	-	20,538	28,905
Deferred Revenue	-	-	-	-
Due to Other Governments	-	-	-	-
Total Liabilities	-	6,774	20,538	40,018
Fund Balances				
Restricted Fund Balance:				
Creditors	-	6,774	-	11,113
Imposed by law	802,782	337,042	-	275,407
Retirement of long-term debt	-	-	-	-
Committed Fund Balance:				
Assigned	-	-	-	-
Unassigned Fund Balance	-	-	39,713	-
Total Fund Balances	802,782	343,816	39,713	286,520
Total Liabilities and Fund Balances	$ 802,782	$ 350,590	$ 60,251	$ 326,538

NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
September 30, 2024

	JAG Grant Fund	Courthouse Security Fund	J.P. Technology Fund	TJJD Grant A Mental Health
Assets				
Cash and cash equivalents	$ 48,360	$ 257,637	$ 27,188	$ -
Investments	-	348,141	55,393	-
Property taxes receivable	-	-	-	-
Less allowance for uncollectible taxes	-	-	-	-
Other receivables	-	1,358	545	-
Due from other funds	-	-	-	-
Due from other governments	-	-	-	-
Total Assets	$ 48,360	$ 607,136	$ 83,126	$ -
Liabilities and Fund Balances				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ -
Due to other funds	-	21,337	1,723	-
Deferred Revenue	-	-	-	-
Due to Other Governments	-	-	-	-
Total Liabilities	-	21,337	1,723	-
Fund Balances				
Restricted Fund Balance:				
Creditors	-	-	-	-
Imposed by law	-	580,006	81,403	-
Retirement of long-term debt	-	-	-	-
Committed Fund Balance:				
Assigned	-	5,793	-	-
Unassigned Fund Balance	48,360	-	-	-
Total Fund Balances	48,360	585,799	81,403	-
Total Liabilities and Fund Balances	$ 48,360	$ 607,136	$ 83,126	$ -

NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
September 30, 2024

	Community and Rural Health Fund	TJJD Grant A Community Program	Immunization Fund	Juvenile IV-E Program
Assets				
Cash and cash equivalents	$ -	$ -	$ 149,734	$ 44
Investments	-	-	46,033	11,624
Property taxes receivable	-	-	-	-
Less allowance for uncollectible taxes	-	-	-	-
Other receivables	-	-	-	-
Due from other funds	7,000	-	-	-
Due from other governments	23,862	-	30,525	-
Total Assets	$ 30,862	$ -	$ 226,292	$ 11,668
Liabilities and Fund Balances				
Liabilities:				
Accounts payable	$ 24,721	$ 2,336	$ 2,442	$ -
Due to other funds	14,647	3,160	53,808	-
Deferred Revenue	-	-	-	-
Due to Other Governments	-	-	323	-
Total Liabilities	39,368	5,496	56,573	-
Fund Balances				
Restricted Fund Balance:				
Creditors	24,721	2,336	2,442	-
Imposed by law	(12,402)	-	167,277	11,668
Retirement of long-term debt	-	-	-	-
Committed Fund Balance:				
Assigned	-	-	-	-
Unassigned Fund Balance	(20,825)	(7,832)	-	-
Total Fund Balances	(8,506)	(5,496)	169,719	11,668
Total Liabilities and Fund Balances	$ 30,862	$ -	$ 226,292	$ 11,668

NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
September 30, 2024

	TJJD Grant A Pre & Post	Court Technology Fund	CA Pretrial Intervention	District Clerk Records Management
Assets				
Cash and cash equivalents	$ -	$ 23,683	$ 30,397	$ 277,541
Investments	-	-	139,787	76,085
Property taxes receivable	-	-	-	-
Less allowance for uncollectible taxes	-	-	-	-
Other receivables	-	126	-	457
Due from other funds	-	-	-	-
Due from other governments	-	-	-	-
Total Assets	$ -	$ 23,809	$ 170,184	$ 354,083
Liabilities and Fund Balances				
Liabilities:				
Accounts payable	$ 1,280	$ -	$ -	$ 142
Due to other funds	687	-	7,500	-
Deferred Revenue	-	-	-	-
Due to Other Governments	-	-	-	-
Total Liabilities	1,967	-	7,500	142
Fund Balances				
Restricted Fund Balance:				
Creditors	1,280	-	-	142
Imposed by law	-	23,809	162,684	353,799
Retirement of long-term debt	-	-	-	-
Committed Fund Balance:				
Assigned	-	-	-	-
Unassigned Fund Balance	(3,247)	-	-	-
Total Fund Balances	(1,967)	23,809	162,684	353,941
Total Liabilities and Fund Balances	$ -	$ 23,809	$ 170,184	$ 354,083

NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
September 30, 2024

	Employee Enrichment	District Clerk Archive	Health Epidemiology	TJJD Grant A Community Diversion
Assets				
Cash and cash equivalents	$ 10,651	$ 1,675	$ -	$ -
Investments	6,353	8,430	-	-
Property taxes receivable	-	-	-	-
Less allowance for uncollectible taxes	-	-	-	-
Other receivables	-	-	-	-
Due from other funds	1,634	-	-	-
Due from other governments	-	-	35,156	-
Total Assets	$ 18,638	$ 10,105	$ 35,156	$ -
Liabilities and Fund Balances				
Liabilities:				
Accounts payable	$ 1,132	$ -	$ 45,389	$ 6,121
Due to other funds	-	-	34,532	52
Deferred Revenue	-	-	-	-
Due to Other Governments	-	-	-	-
Total Liabilities	1,132	-	79,921	6,173
Fund Balances				
Restricted Fund Balance:				
Creditors	1,132	-	45,389	6,121
Imposed by law	16,374	10,105	-	-
Retirement of long-term debt	-	-	-	-
Committed Fund Balance:				
Assigned	-	-	-	-
Unassigned Fund Balance	-	-	(90,154)	(12,294)
Total Fund Balances	17,506	10,105	(44,765)	(6,173)
Total Liabilities and Fund Balances	$ 18,638	$ 10,105	$ 35,156	$ -

NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
September 30, 2024

	CERTZ Grant	Rural Law Enforcement	Juvenile Probation Grants	Adult Probation
Assets				
Cash and cash equivalents	$ 96,912	$ 275,909	$ 57,187	$ 245,124
Investments	-	-	-	1,939
Property taxes receivable	-	-	-	-
Less allowance for uncollectible taxes	-	-	-	-
Other receivables	-	-	-	-
Due from other funds	-	-	26,808	-
Due from other governments	-	-	10,750	126,112
Total Assets	$ 96,912	$ 275,909	$ 94,745	$ 373,175
Liabilities and Fund Balances				
Liabilities:				
Accounts payable	$ -	$ -	$ 17,950	$ 104,222
Due to other funds	-	-	94,618	2,086
Deferred Revenue	-	275,000	-	-
Due to Other Governments	-	-	-	-
Total Liabilities	-	275,000	112,568	106,308
Fund Balances				
Restricted Fund Balance:				
Creditors	-	-	17,950	104,222
Imposed by law	96,912	909	-	162,645
Retirement of long-term debt	-	-	-	-
Committed Fund Balance:				
Assigned	-	-	-	-
Unassigned Fund Balance	-	-	(35,773)	-
Total Fund Balances	96,912	909	(17,823)	266,867
Total Liabilities and Fund Balances	$ 96,912	$ 275,909	$ 94,745	$ 373,175

NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
September 30, 2024

	Opioid Settlement	Farm to Market and Lateral Road Fund	Debt Service Fund	Total Nonmajor Governmental Funds
Assets				
Cash and cash equivalents	$ 29,314	$ 1,068,447	$ 18,685	$ 3,583,864
Investments	-	6,856,272	266,529	8,999,605
Property taxes receivable	-	348,953	516,055	865,008
Less allowance for uncollectible taxes	-	(331,505)	(490,253)	(821,758)
Other receivables	-	47,602	2,603	70,718
Due from other funds	-	-	-	216,298
Due from other governments	-	-	-	236,919
Total Assets	$ 29,314	$ 7,989,769	$ 313,619	$ 13,150,654
Liabilities and Fund Balances				
Liabilities:				
Accounts payable	$ -	$ 252,599	$ -	$ 478,329
Due to other funds	-	76,380	140	376,592
Deferred Revenue	-	-	-	275,000
Due to Other Governments	-	-	-	323
Total Liabilities	-	328,979	140	1,130,244
Fund Balances				
Restricted Fund Balance:				
Creditors	-	252,599	-	478,329
Imposed by law	29,314	7,408,191	-	11,289,812
Retirement of long-term debt	-	-	313,479	313,479
Committed Fund Balance:				
Assigned	-	-	-	20,842
Unassigned Fund Balance	-	-	-	(82,052)
Total Fund Balances	29,314	7,660,790	313,479	12,020,410
Total Liabilities and Fund Balances	$ 29,314	$ 7,989,769	$ 313,619	$ 13,150,654

NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the Year Ended September 30, 2024

	Law Library Fund	Election Administration Fund	Child Abuse Preservation Fund	Records Management and Prevention Fund
Revenues				
Property tax, penalties and interest	$ -	$ -	$ -	$ -
Intergovernmental Charges	-	-	-	-
Charges for Current Services	138,327	69,274	401	11,433
Investment Income	8,386	6,109	11	6,946
Other	7,725	62	-	-
Total Revenues	154,438	75,445	412	18,379
Expenditures				
Current:				
Administrative	-	-	-	-
Judicial	-	-	-	-
Law Enforcement	-	-	-	-
Correction	-	-	-	-
Health and Welfare	-	-	-	-
Cultural-Recreation	-	-	-	-
Library	143,106	-	-	-
Highway and Streets	-	-	-	-
Election	-	853,056	-	-
Debt Service:				
Principal	1,410	2,754	-	-
Interest	32	62	-	-
Capital Outlay	-	-	-	-
Total Expenditures	144,548	855,872	-	-
Excess (Deficiency) of Revenues Over Expenditures	9,890	(780,427)	412	18,379
Other Financing Sources (uses)				
Transfers In (Out)	10,000	805,000	-	-
Total Other Financing Sources (Uses)	10,000	805,000	-	-
Net Change in Fund Balances	19,890	24,573	412	18,379
Fund Balances, Beginning of Year	181,921	416,923	3,386	133,560
Fund Balances, End of Year	$ 201,811	$ 441,496	$ 3,798	$ 151,939

NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the Year Ended September 30, 2024

	County Clerk Archive	County Clerk Records Management Fund	TJJD Grant A Basic Supervision	Senior Nutrition Program
Revenues				
Property tax, penalties and interest	$ -	$ -	$ -	$ -
Intergovernmental Charges	-	-	-	52,132
Charges for Current Services	233,240	292,348	-	194,346
Investment Income	26,712	7,874	-	7,050
Other	-	-	23,856	21
Total Revenues	259,952	300,222	23,856	253,549
Expenditures				
Current:				
Administrative	-	-	-	-
Judicial	42,814	260,561	-	-
Law Enforcement	-	-	-	-
Correction	-	-	(38,283)	-
Health and Welfare	-	-	-	-
Cultural-Recreation	-	-	-	235,763
Library	-	-	-	-
Highway and Streets	-	-	-	-
Election	-	-	-	-
Debt Service:				
Principal	-	-	-	-
Interest	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	42,814	260,561	(38,283)	235,763
Excess (Deficiency) of Revenues Over Expenditures	217,138	39,661	62,139	17,786
Other Financing Sources (uses)				
Transfers In (Out)	-	-	40,457	-
Total Other Financing Sources (Uses)	-	-	40,457	-
Net Change in Fund Balances	217,138	39,661	102,596	17,786
Fund Balances, Beginning of Year	585,644	304,155	(62,883)	268,734
Fund Balances, End of Year	$ 802,782	$ 343,816	$ 39,713	$ 286,520

NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the Year Ended September 30, 2024

	JAG Grant Fund	Courthouse Security Fund	J.P. Technology Fund	TJJD Grant A Mental Health
Revenues				
Property tax, penalties and interest	$ -	$ -	$ -	$ -
Intergovernmental Charges	60,290	-	-	-
Charges for Current Services	-	141,177	36,095	-
Investment Income	14	18,453	2,964	-
Other	-	-	-	-
Total Revenues	60,304	159,630	39,059	-
Expenditures				
Current:				
Administrative	-	-	-	-
Judicial	-	676,438	35,123	-
Law Enforcement	10,290	-	-	-
Correction	-	-	-	2,525
Health and Welfare	-	-	-	-
Cultural-Recreation	-	-	-	-
Library	-	-	-	-
Highway and Streets	-	-	-	-
Election	-	-	-	-
Debt Service:				
Principal	-	3,688	1,527	-
Interest	-	83	35	-
Capital Outlay	-	-	-	-
Total Expenditures	10,290	680,209	36,685	2,525
Excess (Deficiency) of Revenues Over Expenditures	50,014	(520,579)	2,374	(2,525)
Other Financing Sources (uses)				
Transfers In (Out)	-	650,000	-	-
Total Other Financing Sources (Uses)	-	650,000	-	-
Net Change in Fund Balances	50,014	129,421	2,374	(2,525)
Fund Balances, Beginning of Year	(1,654)	456,378	79,029	2,525
Fund Balances, End of Year	$ 48,360	$ 585,799	$ 81,403	$ -

NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the Year Ended September 30, 2024

	Community and Rural Health Fund	TJJD Grant A Community Program	Immunization Fund	Juvenile IV-E Program
Revenues				
Property tax, penalties and interest	$ -	$ -	$ -	$ -
Intergovernmental Charges	50,664	-	169,550	-
Charges for Current Services	7,000	-	34,943	-
Investment Income	-	1	2,741	602
Other	-	-	-	-
Total Revenues	57,664	1	207,234	602
Expenditures				
Current:				
Administrative	-	-	-	-
Judicial	-	-	-	-
Law Enforcement	-	-	-	-
Correction	-	(1,525)	-	-
Health and Welfare	59,660	-	231,936	-
Cultural-Recreation	-	-	-	-
Library	-	-	-	-
Highway and Streets	-	-	-	-
Election	-	-	-	-
Debt Service:				
Principal	-	-	-	-
Interest	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	59,660	(1,525)	231,936	-
Excess (Deficiency) of Revenues Over Expenditures	(1,996)	1,526	(24,702)	602
Other Financing Sources (uses)				
Transfers In (Out)	-	(988)	-	-
Total Other Financing Sources (Uses)	-	(988)	-	-
Net Change in Fund Balances	(1,996)	538	(24,702)	602
Fund Balances, Beginning of Year	(6,510)	(6,034)	194,421	11,066
Fund Balances, End of Year	$ (8,506)	$ (5,496)	$ 169,719	$ 11,668

NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the Year Ended September 30, 2024

	TJJD Grant A Pre & Post	Court Technology Fund	CA Pretrial Intervention	District Clerk Records Management
Revenues				
Property tax, penalties and interest	$ -	$ -	$ -	$ -
Intergovernmental Charges	-	-	-	-
Charges for Current Services	-	6,005	279,792	118,185
Investment Income	-	52	8,173	4,587
Other	-	-	-	-
Total Revenues	-	6,057	287,965	122,772
Expenditures				
Current:				
Administrative	-	-	-	-
Judicial	-	-	299,417	9,290
Law Enforcement	-	-	-	-
Correction	2	-	-	-
Health and Welfare	-	-	-	-
Cultural-Recreation	-	-	-	-
Library	-	-	-	-
Highway and Streets	-	-	-	-
Election	-	-	-	-
Debt Service:				
Principal	-	-	-	-
Interest	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	2	-	299,417	9,290
Excess (Deficiency) of Revenues Over Expenditures	(2)	6,057	(11,452)	113,482
Other Financing Sources (uses)				
Transfers In (Out)	(39,469)	-	-	-
Total Other Financing Sources (Uses)	(39,469)	-	-	-
Net Change in Fund Balances	(39,471)	6,057	(11,452)	113,482
Fund Balances, Beginning of Year	37,504	17,752	174,136	240,459
Fund Balances, End of Year	$ (1,967)	$ 23,809	$ 162,684	$ 353,941

NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the Year Ended September 30, 2024

	Employee Enrichment	District Clerk Archive	Health Epidemiology	TJJD Grant A Community Diversion
Revenues				
Property tax, penalties and interest	$ -	$ -	$ -	$ -
Intergovernmental Charges	12,167	-	181,127	-
Charges for Current Services	-	797	-	-
Investment Income	330	438	-	-
Other	-	-	-	-
Total Revenues	12,497	1,235	181,127	-
Expenditures				
Current:				
Administrative	8,388	-	-	-
Judicial	-	-	-	-
Law Enforcement	-	-	-	-
Correction	-	-	-	-
Health and Welfare	-	-	203,570	-
Cultural-Recreation	-	-	-	-
Library	-	-	-	-
Highway and Streets	-	-	-	-
Election	-	-	-	-
Debt Service:				
Principal	-	-	-	-
Interest	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	8,388	-	203,570	-
Excess (Deficiency) of Revenues Over Expenditures	4,109	1,235	(22,443)	-
Other Financing Sources (uses)				
Transfers In (Out)	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	4,109	1,235	(22,443)	-
Fund Balances, Beginning of Year	13,397	8,870	(22,322)	(6,173)
Fund Balances, End of Year	$ 17,506	$ 10,105	$ (44,765)	$ (6,173)

NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the Year Ended September 30, 2024

	CERTZ Grant	Rural Law Enforcement	Juvenile Probation Grants	Adult Probation
Revenues				
Property tax, penalties and interest	$ -	$ -	$ -	$ -
Intergovernmental Charges	-	775,000	1,353,845	526,911
Charges for Current Services	-	-	-	-
Investment Income	-	-	-	2,101
Other	-	-	26,808	-
Total Revenues	-	775,000	1,380,653	529,012
Expenditures				
Current:				
Administrative	-	-	-	-
Judicial	-	-	-	-
Law Enforcement	-	774,091	-	-
Correction	-	-	1,398,476	262,145
Health and Welfare	-	-	-	-
Cultural-Recreation	-	-	-	-
Library	-	-	-	-
Highway and Streets	-	-	-	-
Election	-	-	-	-
Debt Service:				
Principal	-	-	-	-
Interest	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	-	774,091	1,398,476	262,145
Excess (Deficiency) of Revenues Over Expenditures	-	909	(17,823)	266,867
Other Financing Sources (uses)				
Transfers In (Out)	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	-	909	(17,823)	266,867
Fund Balances, Beginning of Year	96,912	-	-	-
Fund Balances, End of Year	$ 96,912	$ 909	$ (17,823)	$ 266,867

NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
For the Year Ended September 30, 2024

	Opioid Settlement	Farm to Market and Lateral Road Fund	Debt Service Fund	Total Nonmajor Governmental Funds
Revenues				
Property tax, penalties and interest	$ -	$ 6,346,750	$ 3,805,620	$ 10,152,370
Intergovernmental Charges	-	484,056	-	3,665,742
Charges for Current Services	-	1,920,224	-	3,483,587
Investment Income	-	264,329	15,850	383,723
Other	29,314	935	-	88,721
Total Revenues	29,314	9,016,294	3,821,470	17,774,143
Expenditures				
Current:				
Administrative	-	-	-	8,388
Judicial	-	-	-	1,323,643
Law Enforcement	-	-	-	784,381
Correction	-	-	-	1,623,340
Health and Welfare	-	-	-	495,166
Cultural-Recreation	-	-	-	235,763
Library	-	-	-	143,106
Highway and Streets	-	5,272,692	-	5,272,692
Election	-	-	-	853,056
Debt Service:				
Principal	-	1,371	2,330,000	2,340,750
Interest	-	31	1,480,810	1,481,053
Capital Outlay	-	35,826	-	35,826
Total Expenditures	-	5,309,920	3,810,810	14,597,164
Excess (Deficiency) of Revenues Over Expenditures	29,314	3,706,374	10,660	3,176,979
Other Financing Sources (uses)				
Transfers In (Out)	-	-	-	1,465,000
Total Other Financing Sources (Uses)	-	-	-	1,465,000
Net Change in Fund Balances	29,314	3,706,374	10,660	4,641,979
Fund Balances, Beginning of Year	-	3,954,416	302,819	7,378,431
Fund Balances, End of Year	$ 29,314	$ 7,660,790	$ 313,479	$ 12,020,410

ECTOR COUNTY, TEXAS

LAW LIBRARY FUND

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Charges for current services	$ 125,000	$ 126,700	$ 138,327	$ 11,627
Investment income	5,500	5,500	8,386	2,886
Other	4,500	4,500	7,725	3,225
Total Revenues	135,000	136,700	154,438	17,738
Expenditures				
Library:				
Salaries	40,042	40,050	40,049	1
Employee Benefits	21,512	21,512	21,205	307
Departmental supplies and expenses	68,650	72,311	65,931	6,380
Professional services	8,401	17,450	15,749	1,701
Insurance	214	214	172	42
Debt Service:				
Principal	-	-	1,410	(1,410)
Interest	-	-	32	(32)
Total Expenditures	138,819	151,537	144,548	6,989
Excess (Deficiency) of Revenues Over Expenditures	(3,819)	(14,837)	9,890	24,727
Other Financing Sources				
Transfer in	10,000	10,000	10,000	-
Total Other Financing Sources	10,000	10,000	10,000	-
Net Change in Fund Balance	6,181	(4,837)	19,890	24,727
Fund Balance, Beginning of Year	181,921	181,921	181,921	-
Fund Balance, End of Year	$ 188,102	$ 177,084	$ 201,811	$ 24,727

ECTOR COUNTY, TEXAS

ELECTIONS ADMINISTRATION FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental charges	$ 2,500	$ 2,500	$ -	$ (2,500)
Charges for current services	130,000	130,000	69,274	(60,726)
Investment income	4,400	4,400	6,109	1,709
Other	-	-	62	62
Total Revenues	136,900	136,900	75,445	(61,455)
Expenditures				
Election:				
Salaries	493,299	486,671	428,932	57,739
Employee benefits	129,119	135,747	135,745	2
Auto allowance	1,800	1,800	1,800	-
Travel and Education	5,600	10,100	7,592	2,508
Departmental supplies and expenses	267,584	279,215	260,775	18,440
Professional services	6,500	3,967	3,035	932
Insurance	1,656	1,656	1,314	342
Subscriptions	23,990	14,924	13,863	1,061
Debt Service:				
Principal	-	-	2,754	(2,754)
Interest	-	-	62	(62)
Total Expenditures	929,548	934,080	855,872	78,208
Excess (Deficiency) of Revenues Over Expenditures	(792,648)	(797,180)	(780,427)	16,753
Other Financing Sources				
Transfer in	805,000	805,000	805,000	-
Total Other Financing Sources	805,000	805,000	805,000	-
Net Change in Fund Balance	12,352	7,820	24,573	16,753
Fund Balance, Beginning of Year	416,923	416,923	416,923	-
Fund Balance, End of Year	$ 429,275	$ 424,743	$ 441,496	$ 16,753

ECTOR COUNTY, TEXAS

CHILD ABUSE PREVENTION FUND

SCHEDULE OF REVENUES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Investment income	$ -	$ -	$ 11	$ 11
Charges for services	350	350	401	51
Total Revenues	350	350	412	62
Expenditures				
Judicial:				
Professional Services	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	350	350	412	62
Fund Balance, Beginning of Year	3,386	3,386	3,386	-
Fund Balance, End of Year	$ 3,736	$ 3,736	$ 3,798	$ 62

ECTOR COUNTY, TEXAS

RECORDS MANAGEMENT AND PRESERVATION FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Charges for current services	$ 13,000	$ 13,000	$ 11,433	$ (1,567)
Investment income	4,500	4,500	6,946	2,446
Contributions and donations	-	-	-	-
Total Revenues	17,500	17,500	18,379	879
Expenditures				
Judicial:				
Professional services	124,758	279,516	-	279,516
Total Expenditures	124,758	279,516	-	279,516
Excess (Deficiency) of Revenues Over Expenditures	(107,258)	(262,016)	18,379	280,395
Fund Balance, Beginning of Year	133,560	133,560	133,560	-
Fund Balance, End of Year	$ 26,302	$ (128,456)	$ 151,939	$ 280,395

ECTOR COUNTY, TEXAS

COUNTY CLERK ARCHIVE

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Charges for current services	$ 225,000	$ 225,000	$ 233,240	$ 8,240
Investment income	18,000	18,000	26,712	8,712
Total Revenues	243,000	243,000	259,952	16,952
Expenditures				
Judicial:				
Professional services	515,754	1,185,263	42,814	1,142,449
Total Expenditures	515,754	1,185,263	42,814	1,142,449
Excess (Deficiency) of Revenues Over Expenditures	(272,754)	(942,263)	217,138	1,159,401
Fund Balance, Beginning of Year	585,644	585,644	585,644	-
Fund Balance, End of Year	$ 312,890	$ (356,619)	$ 802,782	$ 1,159,401

ECTOR COUNTY, TEXAS

COUNTY CLERK RECORDS MANAGEMENT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Charges for current services	$ 275,100	$ 275,100	$ 292,348	$ 17,248
Investment income	5,000	5,000	7,874	2,874
Total Revenues	280,100	280,100	300,222	20,122
Expenditures				
Judicial:				
Educational and travel	4,929	5,012	5,011	1
Departmental supplies and expenses	3,500	5,450	4,619	831
Professional services	265,672	277,982	250,931	27,051
Total Expenditures	274,101	288,444	260,561	27,883
Excess (Deficiency) of Revenues Over Expenditures	5,999	(8,344)	39,661	48,005
Fund Balance, Beginning of Year	304,155	304,155	304,155	-
Fund Balance, End of Year	$ 310,154	$ 295,811	$ 343,816	$ 48,005

ECTOR COUNTY, TEXAS

TJJD GRANT A BASIC SUPERVISION

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental charges	$ -	$ -	$ -	$ -
Investment income	-	-	-	-
Contributions and donations	-	-	23,856	23,856
Total Revenues	-	-	23,856	23,856
Expenditures				
Correction:				
Salaries	-	-	-	-
Employee benefits	-	-	23,856	(23,856)
Board lodging and expenses	-	-	-	-
Professional services	-	-	(62,139)	62,139
Insurance	-	-	-	-
Total Expenditures	-	-	(38,283)	38,283
Excess (Deficiency) of Revenues Over Expenditures	-	-	62,139	62,139
Other Financing Sources				
Transfer in	-	-	40,457	40,457
Total Other Financing Sources	-	-	40,457	40,457
Net Change in Fund Balance	-	-	102,596	102,596
Fund Balance, Beginning of Year	(62,883)	(62,883)	(62,883)	-
Fund Balance, End of Year	$ (62,883)	$ (62,883)	$ 39,713	$102,596

ECTOR COUNTY, TEXAS

SENIOR NUTRITION PROGRAM

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental charges	$ 30,865	$ 30,865	$ 52,132	$ 21,267
Charges for current services	177,000	177,000	194,346	17,346
Investment income	500	500	7,050	6,550
Other	-	-	21	21
Total Revenues	208,365	208,365	253,549	45,184
Expenditures				
Culture - Recreation:				
Salaries	71,216	71,216	64,846	6,370
Employee benefits	29,851	29,851	28,116	1,735
Department supplies and expenses	6,250	6,250	4,494	1,756
Professional services	100,800	100,800	138,046	(37,246)
Insurance	248	248	261	(13)
Total Expenditures	208,365	208,365	235,763	(27,398)
Excess (Deficiency) of Revenues Over Expenditures	-	-	17,786	17,786
Fund Balance, Beginning of Year	268,734	268,734	268,734	-
Fund Balance, End of Year	$ 268,734	$ 268,734	$ 286,520	$ 17,786

ECTOR COUNTY, TEXAS

JAG GRANT FUND

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental charges	$ -	$ -	$ 60,290	$ 60,290
Investment Income	-	-	14	14
Total Revenues	-	-	60,304	60,304
Expenditures				
Law Enforcement:				
Departmental Supplies and Other Expenses	-	-	10,290	(10,290)
Total Expenditures	-	-	10,290	(10,290)
Excess (Deficiency) of Revenues Over Expenditures	-	-	50,014	50,014
Fund Balance, Beginning of Year	(1,654)	(1,654)	(1,654)	-
Fund Balance, End of Year	$ (1,654)	$ (1,654)	$ 48,360	$ 50,014

ECTOR COUNTY, TEXAS
COURTHOUSE SECURITY FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Charges for current services	$ 150,000	$ 150,000	$ 141,177	$ (8,823)
Investment income	11,500	11,500	18,453	6,953
Total Revenues	161,500	161,500	159,630	(1,870)
Expenditures				
Judicial:				
Salaries	408,140	429,289	429,287	2
Employee Benefits	173,978	178,757	178,757	-
Departmental supplies and other expenses	377,850	357,716	61,552	296,164
Insurance	8,047	8,047	6,842	1,205
Debt Service:				
Principal	-	-	3,688	(3,688)
Interest	-	-	83	(83)
Total Expenditures	968,015	973,809	680,209	293,600
Excess (Deficiency) of Revenues Over Expenditures	(806,515)	(812,309)	(520,579)	291,730
Other Financing Sources				
Transfer in	650,000	650,000	650,000	-
Net Change in Fund Balance	(156,515)	(162,309)	129,421	291,730
Fund Balance, Beginning of Year	456,378	456,378	456,378	-
Fund Balance, End of Year	$ 299,863	$ 294,069	$ 585,799	$ 291,730

ECTOR COUNTY, TEXAS

J.P. TECHNOLOGY FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Charges for current services	$ 37,000	$ 37,000	$ 36,095	$ (905)
Investment income	2,000	2,000	2,964	964
Total Revenues	39,000	39,000	39,059	59
Expenditures				
Judicial:				
Salaries	33,114	31,180	16,522	14,658
Employee benefits	18,078	18,078	15,196	2,882
Department supplies and other expenses	2,694	2,694	310	2,384
Professional service	-	1,878	1,877	1
Insurance	-	56	55	1
Education and travel	4,000	4,000	1,163	2,837
Debt Service:				
Principal	-	-	1,527	(1,527)
Interest	-	-	35	(35)
Total Expenditures	57,886	57,886	36,685	21,201
Excess (Deficiency) of Revenues Over Expenditures	(18,886)	(18,886)	2,374	21,260
Fund Balance, Beginning of Year	79,029	79,029	79,029	-
Fund Balance, End of Year	$ 60,143	$ 60,143	$ 81,403	$ 21,260

ECTOR COUNTY, TEXAS

TJJD GRANT A MENTAL HEALTH
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental changes	$ -	$ -	$ -	$ -
Charges for current services	-	-	-	-
Total Revenues	-	-	-	-
Expenditures				
Correction:				
Salaries	-	-	-	-
Employee benefits	-	-	-	-
Professional Service	-	-	-	-
Insurance	-	-	-	-
Refund	-	-	2,525	(2,525)
Total Expenditures	-	-	2,525	(2,525)
Excess (Deficiency) of Revenues Over Expenditures	-	-	(2,525)	(2,525)
Fund Balance, Beginning of Year	2,525	2,525	2,525	-
Fund Balance, End of Year	$ 2,525	$ 2,525	$ -	$ (2,525)

ECTOR COUNTY, TEXAS

COMMUNITY AND RURAL HEALTH FUND

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental charges	$ 31,248	$ 31,248	$ 50,664	$ 19,416
Charges for current services	28,068	28,068	7,000	(21,068)
Total Revenues	59,316	59,316	57,664	(1,652)
Expenditures				
Health and Welfare:				
Salaries	37,883	37,883	38,473	(590)
Employee benefits	20,935	20,935	21,022	(87)
Insurance	498	498	165	333
Total Expenditures	59,316	59,316	59,660	(344)
Excess (Deficiency) of Revenues Over Expenditures	-	-	(1,996)	(1,996)
Fund Balance, Beginning of Year	(6,510)	(6,510)	(6,510)	-
Fund Balance, End of Year	$ (6,510)	$ (6,510)	$ (8,506)	$ (1,996)

ECTOR COUNTY, TEXAS

TJJD GRANT A COMMUNITY PROGRAM
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental charges	$ -	$ -	$ -	$ -
Charges for Current	-	-	-	-
Investment income	-	-	1	1
Total Revenues	-	-	1	1
Expenditures				
Correction:				
Salaries	-	-	-	-
Employee Benefits	-	-	-	-
Professional service	-	-	(1,525)	1,525
Insurance	-	-	-	-
Total Expenditures	-	-	(1,525)	1,525
Excess (Deficiency) of Revenues				
Over Expenditures	-	-	1,526	1,526
Other Financing Sources				
Transfer out	-	-	(988)	(988)
Net Change in Fund Balance	-	-	538	538
Fund Balance, Beginning of Year	(6,034)	(6,034)	(6,034)	-
Fund Balance, End of Year	$ (6,034)	$ (6,034)	$ (5,496)	$ 538

ECTOR COUNTY, TEXAS

IMMUNIZATION FUND

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental charges	$ 666,873	$ 666,873	$ 169,550	$ (497,323)
Charges for current services	27,596	27,596	34,943	7,347
Investment income	-	-	2,741	2,741
Total Revenues	694,469	694,469	207,234	(487,235)
Expenditures				
Health and Welfare:				
Salaries	472,027	472,027	160,819	311,208
Employee benefits	74,661	74,661	60,581	14,080
Travel and education	10,322	10,322	4,268	6,054
Departmental Supplies and Expenses	132,980	132,980	1,896	131,084
Indirect expenses	3,800	3,800	3,220	580
Insurance	679	679	1,152	(473)
Total Expenditures	694,469	694,469	231,936	462,533
Excess (Deficiency) of Revenues Over Expenditures	-	-	(24,702)	(24,702)
Fund Balance, Beginning of Year	194,421	194,421	194,421	-
Fund Balance, End of Year	$ 194,421	$ 194,421	$ 169,719	$ (24,702)

ECTOR COUNTY, TEXAS

JUVENILE IV-E PROGRAM

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Investment income	$ -	$ -	$ 602	$ 602
Total Revenues	-	-	602	602
Net Change in Fund Balance	-	-	602	602
Fund Balance, Beginning of Year	11,066	11,066	11,066	-
Fund Balance, End of Year	$ 11,066	$ 11,066	$ 11,668	$ 602

ECTOR COUNTY, TEXAS

TJJD GRANT A PRE & POST

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental charges	$ -	$ -	$ -	$ -
Total Revenues	-	-	-	-
Expenditures				
Correction:				
Department Supplies and Other Expenses	1	1	2	(1)
Total Expenditures	1	1	2	(1)
Excess (Deficiency) of Revenues Over Expenditures	(1)	(1)	(2)	(1)
Other Financing Sources				
Transfer out	-	-	(39,469)	(39,469)
Net Change in Fund Balance	(1)	(1)	(39,471)	(39,470)
Fund Balance, Beginning of Year	37,504	37,504	37,504	-
Fund Balance, End of Year	$ 37,503	$ 37,503	$ (1,967)	$ (39,470)

ECTOR COUNTY, TEXAS

COURT TECHNOLOGY FUND

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Charges for current services	$ 5,500	$ 5,500	$ 6,005	$ 505
Investment income	-	-	52	52
Total Revenues	5,500	5,500	6,057	557
Net Change in Fund Balance	5,500	5,500	6,057	557
Fund Balance, Beginning of Year	17,752	17,752	17,752	-
Fund Balance, End of Year	$ 23,252	$ 23,252	$ 23,809	$ 557

ECTOR COUNTY, TEXAS

CA PRE-TRIAL INTERVENTION FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Charges for current services	$ 285,000	$ 285,000	$ 279,792	$ (5,208)
Investment income	6,000	6,000	8,173	2,173
Total Revenues	291,000	291,000	287,965	(3,035)
Expenditures				
Judicial:				
Salaries	338,676	338,676	180,171	158,505
Employee benefits	157,107	157,107	111,510	45,597
Travel and education	17,500	17,500	-	17,500
Departmental supplies and other expenses	17,750	17,750	3,135	14,615
Insurance	5,754	5,754	4,601	1,153
Total Expenditures	536,787	536,787	299,417	237,370
Excess (Deficiency) of Revenues Over Expenditures	(245,787)	(245,787)	(11,452)	234,335
Fund Balance, Beginning of Year	174,136	174,136	174,136	-
Fund Balance, End of Year	$ (71,651)	$ (71,651)	$ 162,684	$ 234,335

ECTOR COUNTY, TEXAS

DISTRICT CLERK RECORDS MANAGEMENT

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Charges for current services	$ 106,500	$ 106,500	$ 118,185	$ 11,685
Investment income	3,000	3,000	4,587	1,587
Total Revenues	109,500	109,500	122,772	13,272
Expenditures				
Judicial:				
Professional services	134,074	580,383	4,400	575,983
Departmental supplies and expenses	5,000	5,000	4,890	110
Total Expenditures	139,074	585,383	9,290	576,093
Excess (Deficiency) of Revenues Over Expenditures	(29,574)	(475,883)	113,482	589,365
Fund Balance, Beginning of Year	240,459	240,459	240,459	-
Fund Balance, End of Year	$ 210,885	$ (235,424)	$ 353,941	$ 589,365

ECTOR COUNTY, TEXAS

EMPLOYEE ENRICHMENT FUND

SCHEDULE OF REVENUES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental charges	$ 7,000	$ 7,000	$ 12,167	$ 5,167
Investment earnings	-	-	330	330
Total Revenues	7,000	7,000	12,497	5,497
Expenditures				
Administrative:				
Departmental supplies and expenses	7,000	7,000	8,388	(1,388)
Total Expenditures	7,000	7,000	8,388	(1,388)
Excess (deficiency) of Revenues Over Expenditures	-	-	4,109	4,109
Fund Balance, Beginning of Year	13,397	13,397	13,397	-
Fund Balance, End of Year	$ 13,397	$ 13,397	$ 17,506	$ 4,109

ECTOR COUNTY, TEXAS

DISTRICT CLERK ARCHIVE

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Charges for current services	$ 1,300	$ 1,300	$ 797	$ (503)
Investment income	100	100	438	338
Total Revenues	1,400	1,400	1,235	(165)
Expenditures				
Judicial:				
Professional services	-	9,866	-	9,866
Total Expenditures	-	9,866	-	9,866
Excess (Deficiency) of Revenues Over Expenditures	1,400	(8,466)	1,235	9,701
Fund Balance, Beginning of Year	8,870	8,870	8,870	-
Fund Balance, End of Year	$ 10,270	$ 404	$ 10,105	$ 9,701

ECTOR COUNTY, TEXAS

HEALTH – EPIDEMIOLOGY

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental charges	$ 501,715	$ 501,715	$ 181,127	$(320,588)
Other	-	-	-	-
Total Revenues	501,715	501,715	181,127	(320,588)
Expenditures				
Health and Welfare:				
Salaries	374,143	374,143	152,120	222,023
Employee Benefits	54,657	54,657	41,233	13,424
Travel and education	17,231	17,231	4,178	13,053
Departmental supplies and expenses	51,124	51,124	3,256	47,868
Professional services	2,935	2,935	2,358	577
Insurance	1,625	1,625	425	1,200
Total Expenditures	501,715	501,715	203,570	298,145
Excess (Deficiency) of Revenues Over Expenditures	-	-	(22,443)	(22,443)
Fund Balance, Beginning of Year	(22,322)	(22,322)	(22,322)	-
Fund Balance, End of Year	$ (22,322)	$ (22,322)	$ (44,765)	$ (22,443)

ECTOR COUNTY, TEXAS

TJJD GRANT A COMMUNITY DIVERSION

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET (GAAP BASIS) AND ACTUAL

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental charges	$ -	$ -	$ -	$ -
Charges for services	-	-	-	-
Total Revenues	-	-	-	-
Expenditures				
Corrections:				
Salaries	-	-	-	-
Employee benefits	-	-	-	-
Board & Lodging	-	-	-	-
Insurance	-	-	-	-
Total Expenditures	-	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	-	-	-	-
Fund Balance, Beginning of Year	(6,173)	(6,173)	(6,173)	-
Fund Balance, End of Year	$ (6,173)	$ (6,173)	$ (6,173)	$ -

ECTOR COUNTY, TEXAS

DEBT SERVICE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Property Tax, Penalties and Interest	$ 3,908,893	$ 3,908,893	$ 3,805,620	$ (103,273)
Investment Income	25,000	25,000	15,850	(9,150)
Total Revenues	3,933,893	3,933,893	3,821,470	(112,423)
Expenditures				
Debt Service				
Principal	2,330,000	2,330,000	2,330,000	-
Interest	1,482,063	1,482,063	1,480,810	1,253
Total Expenditures	3,812,063	3,812,063	3,810,810	1,253
Excess (Deficiency) of Revenues Over Expenditures	121,830	121,830	10,660	(111,170)
Fund Balance, Beginning of Year	302,819	302,819	302,819	-
Fund Balance, End of Year	$ 424,649	$ 424,649	$ 313,479	$ (111,170)

INTERNAL SERVICE FUNDS

The Internal Service Funds account for the financing of goods or services provided by one department to other departments on a cost-reimbursement basis. The Internal Service Funds are described as follows:

Vehicle Maintenance Fund – To account for the revenues and cost of operations of a central motor pool that supports the County operations. Vehicles are rented to user departments at estimated cost. Additions and replacements are financed by the Vehicle Maintenance Fund and by transfers from other funds.

Self-Insurance Liability Fund – To account for the revenues and expenses of a self-insurance liability plan for the County to cover property, general liability, auto and equipment, public official, and law enforcement. Funds of the County are charged with premiums consistent with the cost of comparable insurance plans.

Self-Insurance Health Fund – To account for the revenues and expenses of a self-insurance group medical plan for employees. Employees of the County are charged with premiums consistent with the cost of comparable insurance plans. Claims are provided for on an incurred basis.

ECTOR COUNTY, TEXAS
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
September 30, 2024

	Vehicle Maintenance Fund	Self-Insurance Liability Fund	Self-Insurance Health Fund	Totals
Assets				
Current Assets:				
Cash and cash equivalents	$ 1,327,215	$ 291,162	$ 934,527	$ 2,552,904
Investments	1,381,371	176,148	2,907,027	4,464,546
Accounts receivable	-	5,787	303,264	309,051
Due from other funds	10,628	-	186,300	196,928
Total Current Assets	2,719,214	473,097	4,331,118	7,523,429
Property, Plant and Equipment				
Land	135,700	-	-	135,700
Buildings	581,028	-	-	581,028
Improvements	37,466	-	-	37,466
Equipment	8,763,150	-	-	8,763,150
Less accumulated depreciation	(9,224,864)	-	-	(9,224,864)
Net Property, Plant and Equipment	292,480	-	-	292,480
Total Assets	3,011,694	473,097	4,331,118	7,815,909
Liabilities				
Current Liabilities:				
Accounts payable	196,257	442,622	615,690	1,254,569
Total Liabilities	196,257	442,622	615,690	1,254,569
Net Position				
Invested in capital assets	292,480	-	-	292,480
Unrestricted	2,522,957	30,475	3,715,428	6,268,860
Total Net Position	$ 2,815,437	$ 30,475	$ 3,715,428	$ 6,561,340

ECTOR COUNTY, TEXAS

INTERNAL SERVICE FUNDS

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION

FOR YEAR ENDED SEPTEMBER 30, 2024

	Vehicle Maintenance Fund	Self-Insurance Liability Fund	Self-Insurance Health Fund	Totals
Operating Revenues				
Charges for Current Services:	$ 3,106,508	$1,584,635	$11,829,720	$16,520,863
Other Revenue	-	-	-	-
Total Operating Revenues	3,106,508	1,584,635	11,829,720	16,520,863
Operating Expenses				
Departmental Supplies and Expenses	862,175	-	30,114	892,289
Repairs and Maintenance	255,437	-	-	255,437
Professional Service	1,276,544	-	589,947	1,866,491
Utilities	23,224	-	-	23,224
Insurance	-	1,462,618	2,302,124	3,764,742
Depreciation	111,415	-	-	111,415
Claims	-	169,094	11,446,831	11,615,925
Total Operating Expenses	2,528,795	1,631,712	14,369,016	18,529,523
Operating Income (Loss)	577,713	(47,077)	(2,539,296)	(2,008,660)
Nonoperating Revenues				
Investment Income	73,814	10,111	95,247	179,172
Total Nonoperating Revenues	73,814	10,111	95,247	179,172
Change in Net Position	651,527	(36,966)	(2,444,049)	(1,829,488)
Net Position, Beginning of Year	2,163,910	67,441	6,159,477	8,390,828
Net Position, End of Year	$ 2,815,437	$ 30,475	$ 3,715,428	$ 6,561,340

ECTOR COUNTY, TEXAS

INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS
FOR YEAR ENDED SEPTEMBER 30, 2024
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS

	Vehicle Maintenance Fund	Self-Insurance Liability Fund	Self-Insurance Health Fund	Totals
Cash Flows from Operating Activities				
Cash received from interfund revenues	$ 3,099,647	$ 1,584,635	$ 11,691,120	$ 16,375,402
Cash paid for goods and services	(2,415,344)	(1,309,386)	(14,783,156)	(18,507,886)
Net Cash Provided By (Used In) Operating Activities	684,303	275,249	(3,092,036)	(2,132,484)
Cash Flows from Investing Activities				
Purchase of investments	(72,139)	3,758	-	(68,381)
Proceeds from sale of investments	-	-	3,930,154	3,930,154
Investment income received on investments	73,814	10,111	95,247	179,172
Net Cash Provided By (Used In) Investing Activities	1,675	13,869	4,025,401	4,040,945
Net Change in Cash	685,978	289,118	933,365	1,908,461
Cash at Beginning of Year	641,237	2,044	1,162	644,443
Cash at End of Year	$ 1,327,215	$ 291,162	$ 934,527	$ 2,552,904

INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS
FOR YEAR ENDED SEPTEMBER 30, 2024
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS

	Vehicle Maintenance Fund	Self-Insurance Liability Fund	Self-Insurance Health Fund	Totals
Reconciliation of Operating (Loss) to Net Cash Provided by Operating Activities				
Operating Income (Loss)	$ 577,713	$ (47,077)	$ (2,539,296)	$ (2,008,660)
Adjustments to Reconcile Operating Income:				
Depreciation	111,415	-	-	111,415
Decrease (Increase) in Accounts Receivable	-	(5,787)	25,827	20,040
Decrease (Increase) in Due From Other Funds	(6,861)	-	(138,600)	(145,461)
Increase (Decrease) in Accounts Payable	2,036	328,113	(439,967)	(109,818)
Total Adjustments	106,590	322,326	(552,740)	(123,824)
Net Cash Provided By Operating Activities	$ 684,303	$ 275,249	$ (3,092,036)	$ (2,132,484)


THE STATE OF TEXAS
COUNTY OF ECTOR

CUSTODIAL FUNDS

Custodial Funds – Account for funds held or collected for the benefit of other funds, governments, or individuals. These funds are purely custodial and thus do not involve measurement of results of operations. They are as follows:

Adult Probation
Adult Probation I.S.P.
Adult Probation S.A.F.P.F. Support Group
Adult Probation Sex Offender Caseload
Adult Probation Special Needs Caseload
Adult Probation Supervision
Children's Special Fund
County Attorney Criminal Forfeiture
County Attorney Hot Check Fund
County Attorney Restitution
County Clerk Appearance Bond
County Clerk Criminal Account
County Clerk Fee Account
County Clerk Probate and Civil
County Clerk Trust
District Attorney Apportionment Fund
District Attorney Criminal Forfeiture Fund
District Attorney HHSC Fund
District Attorney Hot Check Fund
District Clerk Criminal Account
District Clerk Fee Account
District Clerk Tax Account
District Clerk Trust Account
Elections Officer Fund
Historical Commission
Jail Commissary Fund
Jail Inmate Trust
Justice of the Peace Criminal Account
Juvenile Probation
Juvenile Probation Special
Juvenile Probation Unclaimed Restitution
Law Enforcement Officer Education Fund
Local Emergency Planning Committee
North Side Senior Special
Sheriff's Bond
Sheriff's Criminal Forfeiture Fund
Sheriff's Special Civil Account
South Side Senior Special
Tax Assessor Collector Motor Vehicle Account
Tax Assessor Collector Motor Vehicle Sales Tax
Tax Assessor Collector Vehicle Inventory Tax
West Side Senior Special

COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
September 30, 2024

	Adult Probation	Adult Probation I.S.P.	Adult Probation S.A.F.P.F. Support Group	Adult Probation Sex Offender Caseload
Assets				
Cash and cash equivalents	$ 13,208	$ 1,703	$ 1,201	$ 2,387
Investments	-	-	-	-
Due from other governments	-	-	-	-
Total Assets	13,208	1,703	1,201	2,387
Liabilities				
Accounts payable	-	-	-	-
Due to other governments	-	1,703	1,201	2,387
Total Liabilities	-	1,703	1,201	2,387
Net Position				
Restricted for:				
Individuals, organizations, and other governments	13,208	-	-	-
Total Net Position	$ 13,208	$ -	$ -	$ -

COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
September 30, 2024

	Adult Probation Special Needs Caseload	Adult Probation Supervision	Adult Probation Pre Trial Diversion	Bail Bond Board
Assets				
Cash and cash equivalents	$ 1,043	$ 320,898	$ 2,576	$ 28,167
Investments	-	445,509	-	-
Due from other governments	-	-	-	-
Total Assets	1,043	766,407	2,576	28,167
Liabilities				
Accounts payable	-	3,462	-	13,948
Due to other governments	1,043	62,217	2,576	-
Total Liabilities	1,043	65,678	2,576	13,948
Net Position				
Restricted for:				
Individuals, organizations, and other governments	-	700,729	-	14,219
Total Net Position	$ -	$ 700,729	$ -	$ 14,219

COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
September 30, 2024

	Children's Special Fund	County Attorney Criminal Forfeiture	County Attorney Hot Check Fund	County Attorney Restitution
Assets				
Cash and cash equivalents	$ -	$ 612	$ -	$ 20,280
Investments	69,626	979	9	-
Due from other governments	1,983	-	-	-
Total Assets	71,609	1,591	9	20,280
Liabilities				
Accounts payable	915	-	1,173	20,280
Due to other governments	-	-	-	-
Total Liabilities	915	-	1,173	20,280
Net Position				
Restricted for:				
Individuals, organizations, and other governments	70,694	1,591	(1,164)	-
Total Net Position	$ 70,694	$ 1,591	$ (1,164)	$ -

COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
September 30, 2024

	Count Clerk Appearance Bond	County Clerk Criminal Account	County Clerk Fee Account	County Clerk Probate and Civil
Assets				
Cash and cash equivalents	$ 1,349,391	$ -	$ 904,350	$ -
Investments	-	-	-	-
Due from other governments	-	-	-	4,762
Total Assets	1,349,391	-	904,350	4,762
Liabilities				
Accounts payable	-	619	-	2,348
Due to other governments	-	-	904,350	-
Total Liabilities	-	619	904,350	2,348
Net Position				
Restricted for:				
Individuals, organizations, and other governments	1,349,391	(619)	-	2,414
Total Net Position	$ 1,349,391	$ (619)	$ -	$ 2,414

COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
September 30, 2024

	County Clerk Trust	District Attorney Apportionment Fund	District Attorney Criminal Forfeiture Fund	District Attorney HHSC Fund
Assets				
Cash and cash equivalents	$ 846,183	$ 183	$ 33,166	$ 9,136
Investments	-	-	911,863	-
Due from other governments	-	-	-	-
Total Assets	846,183	183	945,029	9,136
Liabilities				
Accounts payable	-	-	-	-
Due to other governments	-	-	720,918	-
Total Liabilities	-	-	720,918	-
Net Position				
Restricted for:				
Individuals, organizations, and other governments	846,183	183	224,111	9,136
Total Net Position	$ 846,183	$ 183	$ 224,111	$ 9,136

COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
September 30, 2024

	District Attorney Hot Check Fund	District Clerk Criminal Account	District Clerk Fee Account	District Clerk Tax Account
Assets				
Cash and cash equivalents	$ 12,642	$ 122,136	$ 65,916	$ 2,774,486
Investments	693	-	-	-
Due from other governments	-	-	-	-
Total Assets	13,335	122,136	65,916	2,774,486
Liabilities				
Accounts payable	-	-	-	-
Due to other governments	5,016	-	-	-
Total Liabilities	5,016	-	-	-
Net Position				
Restricted for:				
Individuals, organizations, and other governments	8,319	122,136	65,916	2,774,486
Total Net Position	$ 8,319	$ 122,136	$ 65,916	$ 2,774,486

COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
September 30, 2024

	District Clerk Trust Account	Elections Services Contracts	Historical Commission	Jail Commissary Fund
Assets				
Cash and cash equivalents	$ 1,312,844	$ 45,358	$ 398	$ 557,546
Investments	2,121,321	-	-	90,015
Due from other governments	-	-	-	158,417
Total Assets	3,434,165	45,358	398	805,978
Liabilities				
Accounts payable	-	-	-	187,088
Due to other governments	-	-	-	-
Total Liabilities	-	-	-	187,088
Net Position				
Restricted for:				
Individuals, organizations, and other governments	3,434,165	45,358	398	618,890
Total Net Position	$ 3,434,165	$ 45,358	$ 398	$ 618,890

COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
September 30, 2024

	Jail Inmate Trust	Justice of the Peace Criminal Account	Juvenile Probation	Juvenile Probation Special
Assets				
Cash and cash equivalents	$ 78,564	$ 18,780	$ 1,023	$ 77,479
Investments	-	-	-	560,059
Due from other governments	-	-	-	25,371
Total Assets	78,564	18,780	1,023	662,909
Liabilities				
Accounts payable	78,564	-	-	3,729
Due to other governments	-	15,008	-	-
Total Liabilities	78,564	15,008	-	3,729
Net Position				
Restricted for:				
Individuals, organizations, and other governments	-	3,772	1,023	659,180
Total Net Position	$ -	$ 3,772	$ 1,023	$ 659,180

COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
September 30, 2024

	Juvenile Probation Unclaimed Restitution	Law Enforcement Officer Education Fund	Senior Citizen's Northside Special Fund	Senior Citizen's Southside Special Fund
Assets				
Cash and cash equivalents	$ 2,741	$ 45,797	$ 21,076	$ 8,512
Investments	4,341	25,791	1,352	3,596
Due from other governments	-	-	-	-
Total Assets	7,082	71,588	22,428	12,108
Liabilities				
Accounts payable	-	24,164	4,749	70
Due to other governments	-	-	-	1,426
Total Liabilities	-	24,164	4,749	1,496
Net Position				
Restricted for:				
Individuals, organizations, and other governments	7,082	47,424	17,679	10,612
Total Net Position	$ 7,082	$ 47,424	$ 17,679	$ 10,612

COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
September 30, 2024

	Local Emergency Planning Committee	Sheriff's Bond	Sheriff's Criminal Forfeiture Fund	Sheriff's Special Civil Account
Assets				
Cash and cash equivalents	$ 7,141	$ 118,746	$ 40,066	$ 9,912
Investments	-	-	213,846	-
Due from other governments	-	-	250,070	-
Total Assets	7,141	118,746	503,982	9,912
Liabilities				
Accounts payable	-	-	300,950	-
Due to other governments	-	-	-	-
Total Liabilities	-	-	300,950	-
Net Position				
Restricted for:				
Individuals, organizations, and other governments	7,141	118,746	203,032	9,912
Total Net Position	$ 7,141	$ 118,746	$ 203,032	$ 9,912

COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
September 30, 2024

	Tax Collector Assessor Motor Vehicle Account	Tax Collector Assessor Motor Vehicle Sales Tax	Tax Collector Assessor Motor Vehicle Inventory Tax	Total All Custodial Funds
Assets				
Cash and cash equivalents	$ 1,869,541	$ 162,679	$ 8,897	$ 10,896,765
Investments	-	-	34,292	4,483,292
Due from other governments	-	-	-	440,603
Total Assets	1,869,541	162,679	43,189	15,820,661
Liabilities				
Accounts payable	-	-	-	642,059
Due to other governments	1,869,541	162,679	-	3,750,066
Total Liabilities	1,869,541	162,679	-	4,392,125
Net Position				
Restricted for:				
Individuals, organizations, and other governments	-	-	43,189	11,428,536
Total Net Position	$ -	$ -	$ 43,189	$ 11,428,536

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
For The Year Ended September 30, 2024

	Adult Probation	Adult Probation I.S.P.	Adult Probation S.A.F.P.F. Support Group	Adult Probation Sex Offender Caseload
Additions				
Held for others	$ 1,841,210	$ 87,489	$ 81,271	$ 157,775
Tax collections for other governments	-	-	-	-
Total Additions	1,841,210	87,489	81,271	157,775
Deductions				
Payments to other governments	-	-	-	-
Recipient payments	1,835,218	108,070	100,431	177,849
Total Deductions	1,835,218	108,070	100,431	177,849
Change in net position	5,992	(20,581)	(19,160)	(20,074)
Net Position - Beginning	7,216	20,581	19,160	20,074
Net Position - Ending	$ 13,208	$ -	$ -	$ -

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
For The Year Ended September 30, 2024

	Adult Probation Special Needs Caseload	Adult Probation Supervision	Adult Probation Pre Trial Diversion	Bail Bond Board
Additions				
Held for others	$ 136,860	$ 2,151,054	$ 111,196	$ 72
Tax collections for other governments	-	-	-	-
Total Additions	136,860	2,151,054	111,196	72
Deductions				
Payments to other governments	-	-	-	-
Recipient payments	143,773	2,113,945	138,158	440
Total Deductions	143,773	2,113,945	138,158	440
Change in net position	(6,913)	37,109	(26,962)	(368)
Net Position - Beginning	6,913	663,620	26,962	14,587
Net Position - Ending	$ -	$ 700,729	$ -	$ 14,219

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
For The Year Ended September 30, 2024

	Children's Special Fund	County Attorney Criminal Forfeiture	County Attorney Hot Check Fund	County Attorney Restitution
Additions				
Held for others	$ 23,686	$ 52	$ 2,673	$ 113,043
Tax collections for other governments	-	-	-	-
Total Additions	23,686	52	2,673	113,043
Deductions				
Payments to other governments	-	-	-	-
Recipient payments	35,270	-	1,892	113,043
Total Deductions	35,270	-	1,892	113,043
Change in net position	(11,584)	52	781	-
Net Position - Beginning	82,278	1,539	(1,945)	-
Net Position - Ending	$ 70,694	$ 1,591	$ (1,164)	$ -

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
For The Year Ended September 30, 2024

	Count Clerk Appearance Bond	County Clerk Criminal Account	County Clerk Fee Account	County Clerk Probate and Civil
Additions				
Held for others	$ 933,932	$ 1,240,105	$ 1,417,189	$ 178,173
Tax collections for other governments	-	-	-	-
Total Additions	933,932	1,240,105	1,417,189	178,173
Deductions				
Payments to other governments	-	-	-	-
Recipient payments	706,034	1,240,180	1,417,189	175,788
Total Deductions	706,034	1,240,180	1,417,189	175,788
Change in net position	227,898	(75)	-	2,385
Net Position - Beginning	1,121,493	(544)	-	29
Net Position - Ending	$ 1,349,391	$ (619)	$ -	$ 2,414

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
For The Year Ended September 30, 2024

	County Clerk Trust	District Attorney Apportionment Fund	District Attorney Criminal Forfeiture Fund	District Attorney HHSC Fund
Additions				
Held for others	$ 161,921	$ -	$ 177,944	$ 33
Tax collections for other governments	-	-	-	-
Total Additions	161,921	-	177,944	33
Deductions				
Payments to other governments	-	-	-	-
Recipient payments	159,786	-	168,188	-
Total Deductions	159,786	-	168,188	-
Change in net position	2,135	-	9,756	33
Net Position - Beginning	844,048	183	214,355	9,103
Net Position - Ending	$ 846,183	$ 183	$ 224,111	$ 9,136

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
For The Year Ended September 30, 2024

	District Attorney Hot Check Fund	District Clerk Criminal Account	District Clerk Fee Account	District Clerk Tax Account
Additions				
Held for others	$ 3,407	$ 883,173	$ 1,184,327	$ 1,960,364
Tax collections for other governments	-	-	-	-
Total Additions	3,407	883,173	1,184,327	1,960,364
Deductions				
Payments to other governments	-	-	-	-
Recipient payments	6,304	883,710	1,183,388	1,000,956
Total Deductions	6,304	883,710	1,183,388	1,000,956
Change in net position	(2,897)	(537)	939	959,408
Net Position - Beginning	11,216	122,673	64,976	1,815,078
Net Position - Ending	$ 8,319	$ 122,136	$ 65,915	$ 2,774,486

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
For The Year Ended September 30, 2024

	District Clerk Trust Account	Elections Services Contracts	Historical Commission	Jail Commissary Fund
Additions				
Held for others	$ 1,397,658	$ 172	$ -	$ 1,465,453
Tax collections for other governments	-	-	-	-
Total Additions	1,397,658	172	-	1,465,453
Deductions				
Payments to other governments	-	-	-	-
Recipient payments	2,635,477	-	-	1,218,866
Total Deductions	2,635,477	-	-	1,218,866
Change in net position	(1,237,819)	172	-	246,587
Net Position - Beginning	4,671,984	45,186	398	372,303
Net Position - Ending	$ 3,434,165	$ 45,358	$ 398	$ 618,890

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
For The Year Ended September 30, 2024

	Jail Inmate Trust	Justice of the Peace Criminal Account	Juvenile Probation	Juvenile Probation Special
Additions				
Held for others	$ 1,381,242	$ 2,330,318	$ 4,978	$ 1,290,790
Tax collections for other governments	-	-	-	-
Total Additions	1,381,242	2,330,318	4,978	1,290,790
Deductions				
Payments to other governments	-	-	-	-
Recipient payments	1,381,242	2,341,578	4,195	1,288,200
Total Deductions	1,381,242	2,341,578	4,195	1,288,200
Change in net position	-	(11,260)	783	2,590
Net Position - Beginning	-	15,032	240	656,590
Net Position - Ending	$ -	$ 3,772	$ 1,023	$ 659,180

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
For The Year Ended September 30, 2024

	Juvenile Probation Unclaimed Restitution	Law Enforcement Officer Education Fund	Senior Citizen's Northside Special Fund	Senior Citizen's Southside Special Fund
Additions				
Held for others	$ -	$ 39,585	$ 6,175	$ 2,189
Tax collections for other governments	-	-	-	-
Total Additions	-	39,585	6,175	2,189
Deductions				
Payments to other governments	-	-	-	-
Recipient payments	-	16,468	5,251	2,005
Total Deductions	-	16,468	5,251	2,005
Change in net position	-	23,118	924	183
Net Position - Beginning	7,082	24,306	16,754	10,429
Net Position - Ending	$ 7,082	$ 47,424	$ 17,678	$ 10,612

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
For The Year Ended September 30, 2024

	Local Emergency Planning Committee	Sheriff's Bond	Sheriff's Criminal Forfeiture Fund	Sheriff's Special Civil Account
Additions				
Held for others	$ 7,141	$ 1,185,702	$ 823,143	$ 2,691,130
Tax collections for other governments	-	-	-	-
Total Additions	7,141	1,185,702	823,143	2,691,130
Deductions				
Payments to other governments	-	-	-	-
Recipient payments	-	1,188,672	793,428	2,702,373
Total Deductions	-	1,188,672	793,428	2,702,373
Change in net position	7,141	(2,970)	29,715	(11,243)
Net Position - Beginning	-	121,717	173,317	21,155
Net Position - Ending	$ 7,141	$ 118,747	$ 203,032	$ 9,912

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
For The Year Ended September 30, 2024

	Tax Collector Assessor Motor Vehicle Account	Tax Collector Assessor Motor Vehicle Sales Tax	Tax Collector Assessor Motor Vehicle Inventory Tax	Total All Custodial Funds
Additions				
Held for others	$ -	$ -	$ -	$ 25,472,625
Tax collections for other governments	77,179,508	55,045,506	1,814	132,226,829
Total Additions	77,179,508	55,045,506	1,814	157,699,454
Deductions				
Payments to other governments	77,179,508	55,045,506	-	132,225,015
Recipient payments	-	-	-	25,287,367
Total Deductions	77,179,508	55,045,506	-	157,512,382
Change in net position	-	-	1,814	187,072
Net Position - Beginning	-	-	41,375	11,241,463
Net Position - Ending	$ -	$ -	$ 43,189	$ 11,428,535


THE STATE OF TEXAS
COUNTY OF ECTOR

STATISTICAL SECTION
(Unaudited)

This part of the Ector County, Texas' Annual Comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information about the County's overall financial health.

Contents	**Page**
Financial Trends	
These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.	172
Revenue Capacity	
These schedules contain information to help the reader assess the factors affecting the County's ability to generate its property taxes.	185
Debt Capacity	
These schedules present information to help the reader assess the affordability of the County's current levels of outstanding debt and the County's ability to issue debt in the future.	190
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the County's financial activities take place and to help make comparisons over time and with other governments.	196
Operating Information	
These schedules contain information about the County's operations and resources to help the reader understand how the County's financial information relates to the services the County provides and the activities it performs.	199

Sources: Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive financial reports for the relevant year.

Note: In some instances, ten years of information is not available. Accordingly, the County has presented all years available.

ECTOR COUNTY, TEXAS

NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS

	2015 (as Restated)	2016	2017 (as Restated)	2018	2019
Governmental Activities					
Net Invested in Capital Assets	$ 20,845,503	$ 18,741,009	$ 16,957,933	$ 17,043,459	$ 18,988,086
Restricted	17,111,223	9,103,273	7,186,940	7,531,142	19,748,698
Unrestricted	(24,987,320)	(23,462,743)	(64,395,554)	(63,744,097)	(65,849,604)
Total Governmental Activities Net Position	$ 12,969,406	$ 4,381,539	$ (40,250,681)	$ (39,169,496)	$ (27,112,820)
Business-type Activities					
Net Invested in Capital Assets	$ 16,032,306	$ 15,410,341	$ 16,529,222	$ 15,538,349	$ 16,186,239
Restricted	-	-	-	-	-
Unrestricted	1,262,822	1,062,159	876,097	986,530	1,229,213
Total Business-type Activities Net Position	$ 17,295,128	$ 16,472,500	$ 17,405,319	$ 16,524,879	$ 17,415,452
Primary Government					
Net Invested in Capital Assets	$ 36,877,809	$ 34,151,350	$ 33,487,155	$ 32,581,808	$ 35,174,325
Restricted	17,111,223	9,103,273	7,186,940	7,531,142	19,748,698
Unrestricted	(23,724,498)	(22,400,584)	(63,519,457)	(62,757,567)	(64,620,391)
Total Primary Government Net Position	$ 30,264,534	$ 20,854,039	$ (22,845,362)	$ (22,644,617)	$ (9,697,368)

Note: In FY 2017, Net Position was restated for GASB 75 to add OPEB information.

Source: Annual Comprehensive Financial Report

NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS

	2020	2021	2022	2023	2024 (as Restated)
Governmental Activities					
Net Invested in Capital Assets	$ 28,459,639	$ 25,312,243	$ 42,812,348	$ 52,412,962	$ 33,593,737
Restricted	23,813,029	21,439,754	38,066,253	34,312,984	47,539,654
Unrestricted	(77,644,546)	(68,248,256)	(70,436,388)	(40,718,715)	(23,812,496)
Total Governmental Activities Net Position	$ (25,371,878)	$ (21,496,259)	$ 10,442,213	$ 46,007,231	$ 57,320,895
Business-type Activities					
Net Invested in Capital Assets	$ 17,676,366	$ 16,684,971	$ 15,694,328	$ 14,590,260	$ 13,898,271
Restricted	-	-	-	-	-
Unrestricted	1,080,641	1,952,278	1,963,944	1,895,568	2,079,444
Total Business-type Activities Net Position	$ 18,757,007	$ 18,637,249	$ 17,658,272	$ 16,485,828	$ 15,977,715
Primary Government					
Net Invested in Capital Assets	$ 46,136,005	$ 41,997,214	$ 58,506,676	$ 67,003,222	$ 47,492,008
Restricted	23,813,029	21,439,754	38,066,253	34,312,984	47,539,654
Unrestricted	(76,563,905)	(66,295,978)	(68,472,444)	(38,823,147)	(21,733,052)
Total Primary Government Net Position	$ (6,614,871)	$ (2,859,010)	$ 28,100,485	$ 62,493,059	$ 73,298,610

Note: In FY 2017, Net Position was restated for GASB 75 to add OPEB information.

Source: Annual Comprehensive Financial Report

ECTOR COUNTY, TEXAS

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS

	2015 (as Restated)	2016	2017	2018	2019
Expenses					
Governmental Activities:					
Administrative	$ 2,983,709	$ 3,862,506	$ 4,555,873	$ 2,397,704	$ 4,007,479
Judicial	12,942,841	16,540,995	16,806,137	16,484,529	16,883,400
Financial Administration	5,388,939	5,906,282	5,731,778	5,598,807	5,999,711
Law Enforcement	7,860,592	8,304,906	8,652,093	8,717,501	9,349,825
Correction	18,924,608	21,596,603	24,556,382	23,250,375	26,330,273
Health and Welfare	2,068,511	2,689,806	2,096,928	1,693,878	2,260,113
Fire Protection	893,524	901,605	909,105	895,570	895,105
Cultural - Recreation	1,248,272	1,453,241	1,435,642	894,935	979,244
Library	1,905,243	2,166,712	2,341,595	1,926,491	1,939,334
Maintenance	7,265,590	8,224,942	10,368,478	6,896,711	7,157,690
Conservation of Natural Resources	126,577	150,367	152,997	119,467	132,123
Highways - Streets	6,272,409	10,752,127	4,416,046	4,094,811	4,577,579
Planning and development	-	-	-	-	-
Election	599,851	669,076	618,236	737,425	688,945
Interest on Long-term Debt	163,942	170,269	418,168	916,030	883,755
Total Governmental Activities Expenses	68,644,608	83,389,437	83,059,458	74,624,234	82,084,576
Business-Type Activities:					
Coliseum	2,138,724	2,220,075	2,126,664	2,103,667	2,111,282
Airport	717,243	670,288	649,257	748,057	806,907
Total Business-Type Activities Expenses	2,855,967	2,890,363	2,775,921	2,851,724	2,918,189
Total Primary Government Expenses	$ 71,500,575	$ 86,279,800	$ 85,835,379	$ 77,475,958	$ 85,002,765
Program Revenues					
Governmental Activities:					
Charges for Service:					
Administrative	$ 3,975,600	$ 3,546,277	$ 2,871,081	$ 3,755,912	$ 4,522,091
Judicial	5,019,243	5,283,939	5,291,973	6,620,742	6,532,387
Law Enforcement	372,031	455,048	404,147	2,072,373	477,417
Correction	2,762,813	2,686,419	2,782,705	3,362,445	3,580,637
Health and Welfare	1,101,122	1,093,091	1,298,853	956,558	1,153,586
Fire Protection	-	-	-	-	-
Cultural - Recreation	16,400	14,550	18,224	19,525	17,375
Library	26,450	27,305	25,282	24,690	60,135
Highways - Streets	2,229,966	2,146,166	2,147,078	2,279,523	2,410,408
Election	40,198	61,310	61,245	117,221	166,381
Operating Grants and Contributions:					
Administrative	162,633	102,664	251,972	211,552	323,290
Judicial	200,686	218,673	310,303	228,819	209,705
Financial Administration	-	-	-	-	-
Law Enforcement	23,556	22,689	87,562	40,424	11,417
Correction	1,172,702	1,071,543	1,047,279	1,071,267	1,064,392
Health and Welfare	623,347	502,389	683,749	486,307	503,482
Fire Protection	-	-	-	-	-
Library	-	-	-	-	-
Highways - Streets	41,851	32,428	28,331	30,377	40,619
Election	-	5,039	40,401	43,684	34,959
Capital Grants and Contributions:	2,087,729	7,285,472	812,688	49,118	50,000
Total Governmental Activities Program Revenues	19,856,327	24,555,002	18,162,873	21,370,537	21,158,281
Business-Type Activities:					
Charges for Services	1,363,976	1,213,293	1,070,474	1,002,006	1,127,589
Grants and Contributions	338,054	307,587	2,080,138	55,760	1,685,834
Total Business-Type Activities Program Revenues	1,702,030	1,520,880	3,150,612	1,057,766	2,813,423
Total Primary Government Program Revenues	$ 21,558,357	$ 26,075,882	$ 21,313,485	$ 22,428,303	$ 23,971,704

CHANGES IN NET POSITION
LAST TEN FISCAL YEARS

	2020	2021	2022	2023	2024
Expenses					
Governmental Activities:					
Administrative	$ 1,609,947	$ 3,091,289	$ 2,073,173	$ 7,380,795	$ 12,919,467
Judicial	18,089,869	19,995,903	18,364,557	18,509,904	17,281,764
Financial Administration	6,139,775	5,791,986	4,873,218	7,472,598	6,089,700
Law Enforcement	11,659,500	14,176,101	12,359,187	12,802,058	13,624,362
Correction	30,123,545	29,009,134	22,045,572	23,498,540	25,905,524
Health and Welfare	2,179,184	2,552,673	2,733,793	2,524,692	3,211,143
Fire Protection	885,915	883,941	870,120	911,638	922,112
Cultural - Recreation	1,228,306	889,071	976,627	842,209	960,553
Library	2,064,519	2,021,432	1,874,558	1,954,483	2,037,281
Maintenance	7,212,494	6,727,082	5,595,254	5,943,007	22,672,401
Conservation of Natural Resources	148,198	145,827	170,526	189,146	284,540
Highways - Streets	9,810,416	8,205,773	11,676,911	7,950,504	7,655,947
Planning and development	-	-	-	767,152	1,445,741
Election	795,152	848,237	945,586	719,259	801,617
Interest on Long-term Debt	852,667	1,602,865	1,415,728	1,306,554	1,181,446
Total Governmental Activities Expenses	92,799,487	95,941,314	85,974,810	92,772,539	116,993,598
Business-Type Activities:					
Coliseum	2,127,627	2,086,256	2,309,213	2,503,842	2,605,961
Airport	677,676	567,819	659,686	665,713	697,548
Total Business-Type Activities Expenses	2,805,303	2,654,075	2,968,899	3,169,555	3,303,509
Total Primary Government Expenses	$ 95,604,790	$ 98,595,389	$ 88,943,709	$ 95,942,094	$ 120,297,107
Program Revenues					
Governmental Activities:					
Charges for Service:					
Administrative	$ 3,812,039	$ 3,142,824	$ 3,827,768	$ 4,334,779	$ 4,761,514
Judicial	4,514,352	4,701,746	6,959,755	4,230,525	8,549,280
Law Enforcement	444,242	518,468	643,713	656,484	775,717
Correction	3,756,641	3,227,780	1,096,859	933,670	126,112
Health and Welfare	1,148,013	1,387,986	730,092	673,372	1,103,399
Fire Protection	-	-	-	-	713,753
Cultural - Recreation	4,983	11,025	13,825	13,650	13,045
Library	29,865	33,514	38,846	4,479	52,673
Highways - Streets	2,209,124	2,225,299	2,298,602	2,274,663	2,379,134
Election	42,573	224,940	61,302	170,116	69,274
Operating Grants and Contributions:					
Administrative	466,680	910,129	1,121,871	6,234,591	8,981,402
Judicial	244,615	239,231	123,165	161,064	123,812
Financial Administration	-	-	-	-	105,488
Law Enforcement	70,690	75,860	50,443	76,252	775,000
Correction	1,051,330	911,650	934,111	934,334	1,781,452
Health and Welfare	1,045,802	2,601,212	852,536	634,280	-
Fire Protection	-	-	2,667	-	590,568
Library	-	-	-	-	75,000
Highways - Streets	26,398	1,250,956	4,554,110	457,822	26,081
Election	133,011	36,299	87,110	-	-
Capital Grants and Contributions:	50,000	50,000	-	-	-
Total Governmental Activities Program Revenues	19,050,358	21,548,919	23,396,775	21,790,081	31,002,704
Business-Type Activities:					
Charges for Services	794,769	889,928	1,174,006	1,092,196	1,265,262
Grants and Contributions	54,400	51,158	191,147	57,364	329,520
Total Business-Type Activities Program Revenues	849,169	941,086	1,365,153	1,149,560	1,594,782
Total Primary Government Program Revenues	$ 19,899,527	$ 22,490,005	$ 24,761,928	$ 22,939,641	$ 32,597,486

CHANGES IN NET POSITION
LAST TEN FISCAL YEARS

	2015 (as Restated)	2016	2017	2018	2019
Net (Expense) Revenue					
Governmental Activities	$ (48,788,281)	$ (58,834,435)	$ (64,896,585)	$ (53,253,697)	$ (60,926,290)
Business-Type Activities	(1,153,937)	(1,369,483)	374,691	(1,793,958)	(104,766)
Total Primary Government Net Expense	(49,942,218)	(60,203,918)	(64,521,894)	(55,047,655)	(61,031,056)
General Revenues and Other Changes in Net Position					
Governmental Activities:					
Taxes:					
Property Taxes	43,941,869	47,095,470	46,817,189	50,889,066	55,653,862
Bingo Taxes	239,832	172,616	102,469	109,036	133,394
Mixed Beverage Tax	741,750	638,339	686,872	902,226	978,320
Hotel Occupancy Tax	897,733	581,239	512,189	948,271	1,185,106
Sales Tax	-	-	-	-	11,775,935
Unrestricted Investment Earnings	72,953	184,416	453,897	1,025,662	1,598,582
Miscellaneous	512,936	1,491,880	4,204,714	245,873	1,209,706
Gain on Sale of Assets	346,796	38,692	157,348	150,301	225,974
Internal Balance	8,971	(1,649)	(29,502)	3,150	-
Transfers	43,256	45,565	-	61,297	222,092
Total Governmental Activities	46,806,096	50,246,568	52,905,176	54,334,882	72,982,971
Business-Type Activities:					
Property Taxes	8,108	3,288	5,340	3,073	3,489
Hotel Occupancy Tax	897,733	581,239	513,966	960,271	1,185,106
Unrestricted Investment Earnings	2,854	6,244	9,320	14,621	28,836
Gain on Sale of Assets	-	-	-	-	-
Internal Balance	(8,971)	1,649	29,502	(3,150)	-
Transfers	(43,256)	(45,565)	-	(61,297)	(222,092)
Total Business-Type Activities	856,468	546,855	558,128	913,518	995,339
Changes in Net Position					
Governmental Activities	(1,982,185)	(8,587,867)	(11,991,409)	1,081,185	12,056,676
Business-Type Activities	(297,469)	(822,628)	932,819	(880,440)	890,573
Total Primary Government	$ (2,279,654)	$ (9,410,495)	$ (11,058,590)	$ 200,745	$ 12,947,249

ECTOR COUNTY, TEXAS

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS

	2020	2021	2022	2023	2024
Net (Expense) Revenue					
Governmental Activities	$ (73,749,129)	$ (74,392,395)	$ (62,578,035)	$ (70,982,458)	$ (85,990,894)
Business-Type Activities	(1,956,134)	(1,712,989)	(1,603,746)	(2,019,995)	(1,708,727)
Total Primary Government Net Expense	(75,705,263)	(76,105,384)	(64,181,781)	(73,002,453)	(87,699,621)
General Revenues and Other Changes in Net Position					
Governmental Activities:					
Taxes:					
Property Taxes	56,576,687	56,841,267	55,655,208	60,609,187	70,729,763
Bingo Taxes	102,956	83,049	115,095	125,002	137,423
Mixed Beverage Tax	722,915	754,448	907,185	899,822	982,597
Hotel Occupancy Tax	882,768	405,174	590,257	723,811	946,349
Sales Tax	18,466,035	18,951,283	32,853,089	36,949,285	35,364,306
Unrestricted Investment Earnings	866,921	313,603	749,887	5,399,455	7,398,709
Miscellaneous	243,608	1,678,397	277,448	1,640,991	2,678,281
Gain on Sale of Assets	9,181	414,901	46,348	199,923	40,410
Internal Balance	2,244	1,315	-	-	-
Transfers	100,000	(1,175,423)	-	-	(119,513)
Total Governmental Activities	77,973,315	78,268,014	91,194,517	106,547,476	118,158,325
Business-Type Activities:					
Property Taxes	2,483,244	1,280	794	-	2,543
Hotel Occupancy Tax	882,768	405,174	590,257	723,811	948,952
Unrestricted Investment Earnings	12,451	2,157	-	-	-
Gain on Sale of Assets	21,470	10,512	33,718	123,740	129,606
Internal Balance	(2,244)	(1,315)	-	-	-
Transfers	(100,000)	1,175,423	-	-	119,513
Total Business-Type Activities	3,297,689	1,593,231	624,769	847,551	1,200,614
Changes in Net Position					
Governmental Activities	1,740,942	3,875,619	28,616,482	35,565,018	32,167,431
Business-Type Activities	1,341,555	(119,758)	(978,977)	(1,172,444)	(508,113)
Total Primary Government	$ 3,082,497	$ 3,755,861	$ 27,637,505	$ 34,392,574	$ 31,659,318

ECTOR COUNTY, TEXAS

FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	2015	2016	2017	2018	2019
General Fund:					
Nonspendable	$ 41,993	$ 37,899	$ 37,953	$ 36,358	$ 47,057
Restricted	2,317,683	2,023,099	2,040,523	1,661,484	2,027,257
Committed	607,766	216,895	176,232	302,627	73,713
Assigned	168,049	844,266	68,116	138,192	2,806,595
Unassigned	11,175,005	9,385,726	8,932,754	14,607,791	14,894,680
Total General Fund	14,310,496	12,507,885	11,255,578	16,746,452	19,849,302
All Other Governmental Funds:					
Nonspendable	350	350	-	1,962	250
Restricted	14,793,540	7,080,174	5,146,417	6,183,948	17,951,281
Committed	2,299,986	9,796,069	33,330,796	12,374,249	7,958,939
Assigned	961,703	313,360	1,992,243	17,784,202	10,692,129
Unassigned	(281,523)	(1,409,811)	(6,442)	(9,088)	(2,804,301)
Total All Other Governmental Funds	17,774,056	15,780,142	40,463,014	36,335,273	33,798,298
Total Fund Balance Governmental Funds	$ 32,084,552	$ 28,288,027	$ 51,718,592	$ 53,081,725	$ 53,647,600

Source: Annual Comprehensive Financial Report

FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	2020	2021	2022	2023	2024
General Fund:					
Nonspendable	$ 36,948	$ 30,908	$ 41,637	$ 162,517	$ 107,668
Restricted	1,619,753	1,667,335	2,639,420	3,489,716	5,271,786
Committed	162,803	552,912	215,700	343,255	308,510
Assigned	2,171,995	933,377	1,270,511	938,814	838,016
Unassigned	14,542,699	14,011,508	16,677,056	21,421,048	30,035,862
Total General Fund	18,534,198	17,196,040	20,844,324	26,355,350	36,561,842
All Other Governmental Funds:					
Nonspendable	-	-	17,771	-	46,412
Restricted	22,198,449	52,467,365	67,133,178	63,752,050	74,980,704
Committed	5,185,542	-	-		
Assigned	7,614,399	15,389,693	6,408,401	27,418,622	21,151,899
Unassigned	(5,173)	(608,244)	(505,647)	(106,925)	(73,906)
Total All Other Governmental Funds	34,993,217	67,248,814	73,053,703	91,063,747	96,105,109
Total Fund Balance Governmental Funds	$ 53,527,415	$ 84,444,854	$ 93,898,027	$ 117,419,097	$ 132,666,951

Source: Annual Comprehensive Financial Report

ECTOR COUNTY, TEXAS

CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	2015	2016	2017	2018	2019
Revenues:					
Property Tax, Penalties and Interest	$ 43,670,220	$ 46,386,721	$ 46,358,658	$ 50,915,000	$ 55,509,883
Sales Tax	-	-	-	-	11,775,935
Fines and Forfeitures	1,704,175	1,694,527	1,728,458	3,724,735	2,406,961
Licenses and Permits	251,005	227,976	217,823	352,784	412,878
Intergovernmental Charges	5,475,575	10,187,130	4,593,230	4,494,199	4,598,266
Charges for Services	12,838,970	12,890,519	12,069,944	13,008,576	14,385,917
Investment Income	77,218	206,171	381,962	880,289	1,371,648
Other Revenue	990,333	1,809,793	4,720,605	665,939	1,618,363
Hotel Occupancy Tax	897,733	581,239	512,189	948,271	1,185,106
Total Revenues	65,905,229	73,984,076	70,582,869	74,989,793	93,264,957
Expenditures:					
Administrative	3,104,938	3,874,143	1,751,568	1,839,075	1,659,949
Judicial	12,599,526	15,115,711	14,463,921	14,880,381	15,795,676
Financial Administration	4,771,948	4,948,024	4,866,493	5,618,046	6,935,748
Law Enforcement	7,936,968	7,927,862	7,869,640	8,042,422	9,029,174
Correction	17,263,215	17,513,478	18,254,213	24,146,659	36,654,519
Health and Welfare	2,107,570	2,665,818	2,009,005	1,633,729	2,195,985
Fire Protection	889,690	891,896	895,242	887,432	887,852
Cultural - Recreation	1,101,123	1,059,298	891,806	553,248	721,405
Library	1,798,966	1,803,833	1,746,126	1,570,984	1,681,502
Maintenance	7,169,242	7,901,574	7,496,580	6,343,346	6,614,905
Conservation of Natural Resources	132,972	152,709	153,213	118,492	132,165
Highways and Streets	4,775,498	9,358,962	2,800,705	2,813,234	3,698,287
Planning and development	-	-	-	-	-
Election	615,639	680,494	584,107	697,437	653,977
Non Departmental Other	488,855	652,397	3,295,464	692,973	2,390,698
Debt Service					
Principal Retirement	2,615,000	2,735,000	2,800,000	2,840,000	2,880,000
Interest and Other	190,565	198,954	412,486	1,010,501	974,750
Capital Outlay	749,438	346,013	2,144,838	-	10,990
Total Expenditures	68,311,153	77,826,166	72,435,407	73,687,959	92,917,582
Excess (Deficiency) of Revenues Over Expenditures	(2,405,924)	(3,842,090)	(1,852,538)	1,301,834	347,375
Other Financing Sources (Uses):					
Tax Notes Issued	8,800,000	-	-	-	-
Certificates of Obligation Issued	-	-	23,435,000	-	-
Premium on CO's Issued	-	-	1,848,103	-	-
Issuance of Capital Lease	-	-	-	-	-
SBITAs Issued	-	-	-	-	-
Insurance recoveries	-	-	-	-	-
Transfers in	1,558,726	1,600,669	1,180,460	2,381,511	1,362,728
Transfers Out	(1,515,470)	(1,555,104)	(1,180,460)	(2,320,214)	(1,144,228)
Total Other Financing Sources (Uses)	8,843,256	45,565	25,283,103	61,297	218,500
Prior Period Adjustment	-	-	-	-	-
Net Change In Fund Balance	$ 6,437,332	$ (3,796,525)	$ 23,430,565	$ 1,363,131	$ 565,875
Debt Service as a Percentage of Noncapital Expenditures	4.1%	3.8%	4.4%	5.2%	4.1%

Source: Annual Comprehensive Financial Report

ECTOR COUNTY, TEXAS

CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	2020	2021	2022	2023	2024
Revenues:					
Property Tax, Penalties and Interest	$ 58,221,438	$ 56,756,119	$ 55,650,519	$ 60,609,187	$ 70,638,298
Sales Tax	18,466,035	18,951,283	32,853,089	36,949,285	35,364,306
Fines and Forfeitures	1,505,193	1,553,588	1,715,933	1,788,033	1,833,300
Licenses and Permits	339,179	313,684	307,329	294,797	338,438
Intergovernmental Charges	4,859,391	7,350,980	9,712,200	10,495,191	14,893,736
Charges for Services	13,061,544	12,581,572	10,714,148	11,268,584	11,819,579
Investment Income	783,703	314,090	696,210	5,399,431	7,219,539
Other Revenue	327,243	766,415	722,691	2,091,527	3,203,217
Hotel Occupancy Tax	882,768	405,174	590,257	723,811	946,349
Total Revenues	98,446,494	98,992,905	112,962,376	129,619,846	146,256,762
Expenditures:					
Administrative	1,687,697	1,733,326	1,790,617	6,794,124	9,456,638
Judicial	15,857,276	17,215,114	17,935,733	18,958,955	18,434,291
Financial Administration	5,515,095	5,689,517	4,883,093	7,216,358	6,282,315
Law Enforcement	11,178,599	11,389,441	12,019,488	12,753,874	15,334,409
Correction	30,622,862	24,600,104	22,161,143	24,092,759	27,629,760
Health and Welfare	2,501,908	2,203,991	2,659,907	2,651,759	2,946,788
Fire Protection	880,538	882,917	869,478	911,539	921,750
Cultural - Recreation	780,828	721,559	790,015	790,843	917,464
Library	1,743,906	1,647,137	1,794,680	2,031,517	2,116,905
Maintenance	6,208,223	6,075,876	5,077,398	5,566,548	6,498,705
Conservation of Natural Resources	148,198	145,827	170,526	189,146	284,540
Highways and Streets	9,136,448	6,161,772	10,135,468	6,663,915	7,383,717
Planning and development	-	-	-	767,152	1,445,741
Election	759,975	779,171	886,509	732,979	853,056
Non Departmental Other	14,729,215	3,204,596	2,724,733	1,645,009	4,290,577
Debt Service					
Principal Retirement	2,915,000	2,538,348	2,518,927	3,168,295	3,297,233
Interest and Other	938,531	2,092,236	1,813,677	1,743,860	1,622,113
Capital Outlay	-	7,750,564	15,277,811	10,486,857	21,173,393
Total Expenditures	105,604,299	94,831,496	103,509,203	107,165,489	130,889,395
Excess (Deficiency) of Revenues Over Expenditures	(7,157,805)	4,161,409	9,453,173	22,454,357	15,367,367
Other Financing Sources (Uses):					
Tax Notes Issued	-	-	-	-	-
Certificates of Obligation Issued	-	22,875,000	-	-	-
Premium on CO's Issued	-	3,488,426	-	-	-
Issuance of Capital Lease	6,937,620	-	-	-	-
SBITAs Issued	-	-	-	1,066,713	-
Insurance recoveries	-	1,568,027	-	-	-
Transfers in	3,982,736	4,738,683	3,348,772	4,435,000	1,465,000
Transfers Out	(3,882,736)	(5,914,106)	(3,348,772)	(4,435,000)	(1,584,513)
Total Other Financing Sources (Uses)	7,037,620	26,756,030	-	1,066,713	(119,513)
Prior Period Adjustment	-	-	-	-	-
Net Change In Fund Balance	$ (120,185)	$ 30,917,439	$ 9,453,173	$ 23,521,070	$ 15,247,854
Debt Service as a Percentage of Noncapital Expenditures	3.6%	4.9%	4.2%	4.6%	4.5%

Source: Annual Comprehensive Financial Report

GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS

	2015	2016	2017	2018	2019
Property Tax	$ 43,941,869	$ 47,095,470	$ 46,817,189	$ 50,889,066	$ 55,653,862
Bingo Tax	239,832	172,616	102,469	109,036	133,394
Mixed Beverage Tax	741,750	638,339	686,872	902,226	978,320
Sales Tax	-	-	-	-	11,775,935
Hotel Occupancy Tax	897,733	581,239	512,189	948,271	1,185,106
Total	$ 45,821,184	$ 48,487,664	$ 48,118,719	$ 52,848,599	$ 69,726,617

Source: Annual Comprehensive Financial Report

GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS

	2020	2021	2022	2023	2024
Property Tax	$ 58,221,438	$ 56,841,267	$ 55,655,208	$ 60,609,187	$ 70,729,763
Bingo Tax	102,956	83,049	115,095	125,002	137,423
Mixed Beverage Tax	722,915	754,448	907,185	899,822	982,597
Sales Tax	18,466,035	18,951,283	32,853,089	36,949,285	35,364,306
Hotel Occupancy Tax	882,768	405,174	590,257	723,811	946,349
Total	$ 78,396,112	$ 77,035,221	$ 90,120,834	$ 99,307,107	$ 108,160,438

Source: Annual Comprehensive Financial Report


THE STATE OF TEXAS
COUNTY OF ECTOR

ECTOR COUNTY, TEXAS

ASSESSED VALUE AND ESTIMATED
ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

	Market Value						
Fiscal Year	Real Property Residential	Real Property Commercial	Personal Property Motor Vehicles	Personal Property Other	Less Tax-Exempt	Total Taxable Assessed Value	Total Direct Tax Rate
2015	$4,644,189,173	$8,159,816,971	$ 83,850,959	$3,144,711,619	$ 1,357,492,811	$ 14,675,075,911	0.297296
2016	5,055,743,020	6,500,912,578	97,380,610	3,885,179,079	1,569,992,331	13,969,222,956	0.335000
2017	5,253,275,848	6,390,103,517	80,092,826	3,405,881,241	2,581,380,086	12,547,973,346	0.370000
2018	5,398,765,079	5,505,312,494	71,588,281	3,301,419,135	1,388,259,947	12,888,825,042	0.387210
2019	5,733,616,954	5,813,405,124	82,890,084	3,660,541,791	1,423,208,390	13,867,245,563	0.397000
2020	6,564,931,227	8,240,111,915	103,694,174	4,299,161,724	3,259,751,265	15,948,147,775	0.365000
2021	7,099,373,352	7,767,645,917	105,009,538	3,883,391,689	3,256,259,636	15,599,160,860	0.365010
2022	8,786,094,091	6,242,802,279	124,047,119	3,646,547,852	3,509,995,826	15,289,495,515	0.365000
2023	11,805,872,446	4,266,976,663	392,260,165	4,161,694,347	3,335,503,459	17,291,300,162	0.350000
2024	12,275,495,872	5,630,435,294	388,816,966	5,502,103,537	3,320,953,613	20,475,898,056	0.350000

Source: Ector County Appraisal District Certified Appraisal Rolls

Per $100 of property value.

ECTOR COUNTY, TEXAS

DIRECT AND OVERLAPPING
PROPERTY TAX RATES (PER $100 OF PROPERTY VALUE)
LAST TEN FISCAL YEARS

	2015	2016	2017	2018	2019
County Direct Rates:					
General Operating Rate	$ 0.27906	$ 0.31360	$ 0.34676	$ 0.35697	$ 0.37012
Debt Service Rate	0.01824	0.02140	0.02324	0.03024	0.02688
Total Direct Rate	0.29730	0.33500	0.37000	0.38721	0.39700
City of Odessa	0.47585	0.47059	0.47059	0.49325	0.47660
Independent School District	1.11610	1.15000	1.15000	1.14957	1.27957
Odessa College	0.17660	0.19120	0.20465	0.20642	0.19966
County Utility District	0.07015	0.08020	0.08499	0.08789	0.09792
City of Goldsmith	0.07157	0.06620	0.10872	0.13872	0.12233
Hospital District	0.05099	0.07334	0.08250	0.11792	0.11272
Total Overlapping Rate	1.96125	2.03153	2.10145	2.19377	2.28880
Total Direct and Overlapping Rate	$ 2.25854	$ 2.36653	$ 2.47145	$ 2.58098	$ 2.68580

Source: Ector County Appraisal District

DIRECT AND OVERLAPPING
PROPERTY TAX RATES (PER $100 OF PROPERTY VALUE)
LAST TEN FISCAL YEARS

	2020	2021	2022	2023	2024
County Direct Rates:					
General Operating Rate	$ 0.34035	$ 0.34254	$ 0.33958	$ 0.32841	$ 0.33122
Debt Service Rate	0.02465	0.02247	0.02542	0.02159	0.01878
Total Direct Rate	0.36500	0.36501	0.36500	0.35000	0.35000
City of Odessa	0.47660	0.47712	0.47712	0.48379	0.48379
Independent School District	1.17792	1.17792	1.17792	1.17792	1.01400
Odessa College	0.18679	0.18897	0.20172	0.18886	0.17167
County Utility District	0.09467	0.09581	0.09929	0.09929	0.09929
City of Goldsmith	0.11346	0.09167	0.01425	0.18311	0.18215
Hospital District	0.11272	0.15000	0.15000	0.10994	0.08873
Total Overlapping Rate	2.16216	2.18149	2.12030	2.24291	2.03963
Total Direct and Overlapping Rate	$ 2.52716	$ 2.54650	$ 2.48530	$ 2.59291	$ 2.38963

Source: Ector County Appraisal District

ECTOR COUNTY, TEXAS

PRINCIPAL PROPERTY TAXPAYERS

CURRENT FISCAL YEAR AND NINE FISCAL YEARS AGO

	2024			2014		
	Taxable Assessed Value	Ranking	Percent of Total Taxable Value	Taxable Assessed Value	Ranking	Percent of Total Taxable Value
Diamondback E&P LLC	$ 418,202,218	1	2.03%	$ -	-	-
Oncor Electric Delivery Company LLC	343,702,998	2	1.67%	136,615,405	10	0.94%
Halliburton Manufacturing & LC LLC	305,516,550	3	1.48%	298,503,448	3	2.05%
EOG Resources INC	222,500,622	4	1.08%	-	-	-
Fasken Oil & Ranch LTD	219,746,410	5	1.07%	281,810,716	4	1.94%
DCP Operating Company	201,417,579	6	0.98%	-	-	-
La Frontera Holdings	211,897,128	7	1.03%	-	-	-
CDG Operating LTD	162,514,640	8	0.79%	-	-	-
GCC Permian LLC	166,882,232	9	0.81%	-	-	-
Cipher Mining Technologies	121,197,953	10	0.59%	-	-	-
Occidental Permian LTD	-	-	-	465,399,078	2	3.20%
XTO Energy Inc.	-	-	-	177,394,390	8	1.22%
Odessa Ector Power Partners	-	-	-	235,001,751	5	1.61%
Devon Energy	-	-	-	178,711,294	7	1.23%
ConocoPhillips	-	-	-	182,563,813	6	1.25%
Oxy USA Inc	-	-	-	810,640,010	1	5.57%
Reliance Energy Inc	-	-	-	166,222,868	9	1.14%
All Other Taxpayers	18,223,472,261	-	88.47%	11,626,545,317	-	79.85%
Total	$ 20,597,050,591	-	100.00%	$ 14,559,408,090	-	100.00%

Source: Ector County Appraisal District

ECTOR COUNTY, TEXAS

PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS

Fiscal Year	Taxes Levied for the Fiscal Year	Collected Within the Fiscal Year of Levy: Taxes Collected for the Fiscal Year	Collected Within the Fiscal Year of Levy: Percentage of Levy	Collections Subsequent Years	Total Collections: Total Collections	Total Collections: Percentage of Levy
2015	$ 43,831,641	$ 43,055,982	98.2%	$ 557,761	$ 43,613,743	99.5%
2016	46,796,897	45,168,162	96.5%	1,347,406	46,515,568	99.4%
2017	46,427,501	45,635,150	98.3%	1,235,933	46,871,083	101.0%
2018	50,270,439	48,861,755	97.2%	921,035	49,782,790	99.0%
2019	55,053,696	53,646,493	97.4%	747,129	54,393,622	98.8%
2020	58,210,728	56,417,626	96.9%	657,626	57,075,252	98.0%
2021	56,940,900	55,109,888	96.8%	637,257	55,747,145	97.9%
2022	55,810,112	53,763,897	96.3%	1,278,572	55,042,469	98.6%
2023	60,525,209	60,834,482	100.5%	1,167,438	62,001,920	102.4%
2024	70,647,883	70,020,453	99.1%	-	70,020,453	99.1%

Source: Ector County Appraisal District Collection Reports.

ECTOR COUNTY, TEXAS

RATIO OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS

	Governmental Activities								
Fiscal Year	Finance Purchased Agreement	Leases Payable	SBITA Payable	Certificate of Obligation	Certificate of Obligation Premium	Tax Notes	Total Primary Government	Percentage of Personal Income	Debt Per Capita
2015	$ -	$ -	$ -	$14,170,000	$ -	$ -	$ 14,170,000	0.40%	$ 103
2016	-	-	-	11,435,000	-	-	11,435,000	0.31%	83
2017	-	-	-	8,635,000	1,814,995	23,435,000	33,884,995	0.80%	234
2018	-	-	-	5,795,000	1,725,908	23,435,000	30,955,908	0.78%	226
2019	-	-	-	2,915,000	1,640,349	23,435,000	27,990,349	0.75%	204
2020	6,937,620	-	-	-	1,558,178	23,435,000	31,930,798	0.09%	233
2021	6,639,272	-	-	21,585,000	4,542,846	22,485,000	55,252,118	0.05%	335
2022	6,314,401	311,902	-	20,460,000	4,271,528	21,495,000	52,852,831	0.05%	318
2023	5,971,335	232,017	540,825	19,275,000	3,995,995	20,460,000	50,475,172	0.05%	306
2024	5,609,331	151,643	-	18,030,000	3,710,523	19,375,000	46,876,497	0.06%	284

Source: Debt information obtained per Annual Comprehensive Financial Report.
All other information obtained from the Odessa Chamber of Commerce.

ECTOR COUNTY, TEXAS

RATIO OF GENERAL BONDED DEBT OUTSTANDING

LAST TEN FISCAL YEARS

Fiscal Year	General Bonded Debt Outstanding: Total Primary Government	Less: Amounts Debt Service	Net Bonded Debt	Percentage of Actual Value of Property	Debt Per Capita
2015	$ 14,170,000	$ 150,453	$ 14,019,547	0.10%	$ 102
2016	11,435,000	180,458	11,254,542	0.08%	82
2017	33,884,995	183,694	33,701,301	0.25%	246
2018	30,955,908	-	30,955,908	0.25%	226
2019	27,990,349	230,083	27,760,266	0.20%	202
2020	24,993,178	315,317	24,677,861	0.19%	180
2021	48,612,846	241,776	48,371,070	0.19%	293
2022	46,226,528	330,457	45,896,071	0.30%	278
2023	44,503,837	302,819	44,201,018	0.26%	269
2024	41,267,166	143,346	41,123,820	0.20%	250

Source: Annual Comprehensive Financial Report


THE STATE OF TEXAS
COUNTY OF ECTOR

ECTOR COUNTY, TEXAS

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

September 30, 2024

Jurisdiction	Direct Debt	Percentage Applicable to Ector County	Amount Applicable to Ector County
Direct Debt:			
Ector County	$ 46,876,497	100%	$ 46,876,497
Overlapping Debt:			
City of Odessa (Note)	247,409,464	87.74%	217,077,064
Ector County Independent School District	339,570,000	100%	339,570,000
Ector County Hospital District	26,640,000	100%	26,640,000
Odessa College	52,205,000	100%	52,205,000
Total Overlapping Debt	665,824,464		635,492,064
Total Direct and Overlapping Debt	$ 712,700,961		$ 682,368,561

Source: Texas Municipal Report

Note: A portion of the City of Odessa is located in Midland County and is based on the percentage of assessed values of that portion.

LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS

	2015	2016	2017	2018	2019
Debt Limit	$ 3,668,768,978	$ 3,492,305,739	$ 3,136,993,337	$ 3,222,206,261	$ 3,466,811,391
Total Debt to Limit	14,019,547	11,254,545	31,886,306	28,915,309	26,119,917
Legal Debt Margin	$ 3,654,749,431	$ 3,481,051,194	$ 3,105,107,031	$ 3,193,290,952	$ 3,440,691,474
	0.38%	0.32%	1.02%	0.90%	0.75%

Sources: Comprehensive Annual Financial Statements

LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS

	2020	2021	2022	2023	2024
Debt Limit	$ 3,987,036,944	$ 3,899,790,215	$ 3,822,373,879	$ 4,322,825,041	$ 5,118,974,514
Total Debt to Limit	23,119,678	43,828,224	41,624,544	41,955,000	37,405,000
Legal Debt Margin	$ 3,963,917,266	$ 3,855,961,991	$ 3,780,749,335	$ 4,280,870,041	$ 5,081,569,514
	0.58%	1.12%	1.09%	0.97%	0.73%

Assessed Value 2023 Tax Roll	$ 20,475,898,056
Debt Limit, 25% of Assessed Value	5,118,974,514
Amount of Debt Applicable to Debt Limit	
Total Bonded Debt	37,405,000
Less: Fund Balance in Debt Service Funds	143,346
Net Bonded Debt	37,261,654
Debt Margin	$ 5,081,569,514

Sources: Comprehensive Annual Financial Statements

ECTOR COUNTY, TEXAS

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN FISCAL YEARS

Year	Estimated Population	Personal Income	Per Capita Personal Income	Unemployment Rate	School Enrollment
2015	137,130	$ 3,583,892,550	$ 26,135	4.2	31,900
2016	137,130	3,742,963,350	27,295	6.6	31,480
2017	137,130	4,021,885,770	29,329	3.7	32,285
2018	137,130	3,742,963,350	27,295	2.7	32,974
2019	137,130	4,197,000,780	30,606	2.9	32,179
2020	137,130	3,970,462,020	28,954	11.5	33,159
2021	165,171	4,782,361,134	28,954	5.9	33,707
2022	165,171	4,508,342,445	27,295	3.8	31,775
2023	164,494	5,636,715,898	34,267	3.9	33,500
2024	170,022	5,844,506,250	34,375	3.7	33,426

Source: Estimated population based on the U.S. Census. All other information obtained from the Odessa Chamber of Commerce, Ector County Independent School District, and Census.gov

ECTOR COUNTY, TEXAS

PRINCIPAL EMPLOYERS

CURRENT YEAR AND NINE YEARS AGO

	2024			2015		
Ten Largest Employers	**Ranking**	**Employed**	**Percentage Total County Employment**	**Ranking**	**Employed**	**Percentage Total County Employment**
Ector County ISD	1	4,200	5.01%	1	3,376	3.93%
Saulsbury Companies	2	2,468	2.95%	2	1,990	2.31%
Haliburton	3	2,400	2.86%	4	1,579	1.84%
NexTier Complete Solutions	4	1,500	1.79%	N/A	-	N/A
Medical Center Hospital	5	1,456	1.74%	3	1,851	2.15%
City of Odessa	6	890	1.06%	7	900	1.05%
Ector County	7	711	0.85%	N/A	-	N/A
Sewell Family of Dealerships	8	679	0.81%	N/A	-	N/A
HEB	9	635	0.76%	N/A	-	N/A
University of Texas Permian Basin	10	580	0.69%	N/A	-	N/A
Holloman Construction	N/A	-	N/A	8	867	1.01%
Dixie Electric	N/A	-	N/A	10	763	0.89%
Wal-Mart Super Stores	N/A	-	N/A	6	938	1.09%
Dixie Electric	N/A	-	N/A	10	763	0.89%
Weatherford CPS	N/A	-	N/A	5	1,100	1.28%
Total Employment		83,800			85,970	

Sources: Odessa Chamber of Commerce


THE STATE OF TEXAS
COUNTY OF ECTOR

ECTOR COUNTY, TEXAS

FULL-TIME EQUIVALENT COUNTY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Governmental Activities:										
Administrative	17.0	18.0	17.0	17.0	17.0	15.0	12.0	12.0	15.0	15.0
Judicial	130.0	142.5	144.0	150.0	140.0	160.0	158.0	156.0	143.0	143.0
Financial Administration	46.0	46.0	46.0	46.0	48.0	33.0	33.0	31.5	36.0	36.0
Law Enforcement	108.5	108.5	108.5	108.5	111.5	133.5	133.5	136.5	139.0	139.0
Correction	199.5	198.5	197.5	194.0	194.0	281.0	252.0	229.0	245.0	245.0
Health and Welfare	27.0	21.5	21.0	19.5	19.5	10.0	11.0	11.0	16.5	16.5
Cultural/Recreation	16.5	14.0	15.5	9.5	9.0	10.0	9.0	9.0	7.0	7.0
Library	25.5	25.5	24.0	20.0	21.5	21.5	22.5	23.0	23.0	23.0
Maintenance	42.5	43.0	43.0	39.0	54.5	52.5	53.5	54.5	38.5	38.5
Highways/Streets	27.0	26.0	30.0	27.0	27.0	41.0	45.0	44.0	45.0	45.0
Election	5.5	5.5	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Total Governmental Activities Full-time Equivalent	645.0	649.0	651.5	635.5	647.0	762.5	734.5	711.5	713.0	713.0
Business-Type Activities:										
Coliseum	13.0	13.0	13.0	13.0	13.0	13.0	13.0	13.0	14.0	14.0
Airport	-	1	2.0	2.0	2.0	2.0	2.0	-	1.0	1.0
Total Business-Type Activities Full-time Equivalent	13.0	14.0	15.0	15.0	15.0	15.0	15.0	13.0	15.0	15.0
Total Primary Government Full-time Equivalent	658.0	663.0	666.5	650.5	662.0	777.5	749.5	724.5	728.0	728.0

Source: Ector County Budget

ECTOR COUNTY, TEXAS

OPERATING INDICATORS BY FUNCTION/PROGRAM

LAST TEN FISCAL YEARS

Function/Program	2015	2016	2017	2018	2019
Judicial: (1)					
County Courts:					
Criminal Case Filings	5,288	5,087	4,785	5,732	6,196
Civil Case Filings	574	528	488	857	924
Juvenile Case Filings	148	138	126	92	120
District Courts:					
Criminal Case Filings	1,385	2,929	3,728	2,917	2,702
Civil Case Filings	3,329	2,007	1,984	2,268	2,244
Justice of the Peace Case Filings	10,510	11,382	12,339	18,976	25,856
Law Enforcement: (2)					
Number of Law Enforcement Employees	96.0	96.0	96.0	96.0	98.0
Number of Administrative Employees	12.5	12.5	12.5	12.5	12.5
Correction: (3)					
Average Daily Adult Inmate Population	837	825	786	707	818
Average Daily Juvenile Detention Population	46	46	46	46	46
Number of Prisoners Booked	10,040	10,990	10,531	10,573	9,573
Number of Prisoners Released	10,010	10,005	10,176	10,062	8,976
Number of Correction Employees (2)	187.5	186.5	187.5	184.0	184.0
Number of Administrative Employees (2)	12.0	12.0	10.0	10.0	10.0
Equipment Services: (4)					
Fuel Dispensed (Gallons):					
Unleaded	158,170	173,902	177,903	172,812	177,254
Diesel	25,255	41,644	37,002	32,409	30,444
Highways and Streets: (5)					
Miles of Road Striped	170	111	199	114	17
Miles of Road Resurfaced	36	14	5	25	14
Maintenance: (5)					
Cemetery Burials	318	318	309	314	306
Ector County Wellness Center Visits (6)	4,544	3,438	3,562	3,310	3,141
Motor Vehicle Sales Tax Collections (7)	41,213,289	28,821,567	33,337,358	45,595,364	45,401,418
Motor Vehicle Collections	17,330,311	16,919,752	17,940,047	20,479,635	21,390,986
Coliseum Event Days (8)	269	263	322	272	214
Coliseum Event Attendance	298,745	262,149	269,137	321,005	241,963
Airport fuel sales (gallons) (9)	-	464,472	525,000	645,072	705,206
Airport landings	-	2,920	3,960	3,118	3,175
Airport departures	-	2,920	3,960	2,728	2,793

Sources:

(1) Ector County Clerks and Justice of the Peace
(2) Personnel Budgets
(3) Ector County Jail and Juvenile Center
(4) Ector County Equipment Services
(5) Ector County Cemetery
(6) Ector County Wellness Clinic
(7) Ector County Tax Assessor Collector
(8) Ector County Coliseum
(9) Ector County Airport
** Ector County Airport could not provide landings and departures

OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

Function/Program	2020	2021	2022	2023	2024
Judicial: (1)					
County Courts:					
Criminal Case Filings	4,941	3,963	3,945	3,690	4,377
Civil Case Filings	858	869	1,058	540	912
Juvenile Case Filings	88	79	96	69	97
District Courts:					
Criminal Case Filings	2,272	2,352	2,307	2,535	822
Civil Case Filings	1,680	1,788	1,765	5,252	561
Justice of the Peace Case Filings	21,749	13,797	19,627	18,705	21,098
Law Enforcement: (2)					
Number of Law Enforcement Employees	98.0	113	118	94	100
Number of Administrative Employees	12.5	12.5	12.5	12.5	12.0
Correction: (3)					
Average Daily Adult Inmate Population	836	785	814	713	744
Average Daily Juvenile Detention Population	46	-	46	15	16
Number of Prisoners Booked	8,030	7,950	7,868	7,927	7,906
Number of Prisoners Released	7,820	7,981	7,999	7,916	7,762
Number of Correction Employees (2)	184.0	190	190	202	190
Number of Administrative Employees (2)	10.0	10	10	10	10
Equipment Services: (4)					
Fuel Dispensed (Gallons):					
Unleaded	183,715	183,815	193,769	211,632	67,858
Diesel	43,048	46,107	43,467	37,341	16,012
Highways and Streets: (5)					
Miles of Road Striped	123	247	91	110	50
Miles of Road Resurfaced	71	7	15	30	58
Maintenance: (5)					
Cemetery Burials	321	405	208	156	163
Ector County Wellness Center Visits (6)	2,917	4,014	-	-	-
Motor Vehicle Sales Tax Collections (7)	35,835,057	37,844,748	49,474,690	56,381,005	53,308,836
Motor Vehicle Collections	18,447,034	18,670,431	19,958,336	21,068,540	21,521,528
Coliseum Event Days (8)	181	221	184	259	235
Coliseum Event Attendance	122,189	161,860	204,000	251,921	295,718
Airport fuel sales (gallons) (9)	526,866	513,150	542,161	536,892	N/A
Airport landings	2,455	2,126	2,445	**	N/A
Airport departures	2,179	2,001	2,387	**	N/A

Sources:
(1) Ector County Clerks and Justice of the Peace
(2) Personnel Budgets
(3) Ector County Jail and Juvenile Center
(4) Ector County Equipment Services
(5) Ector County Cemetery
(6) Ector County Wellness Clinic
(7) Ector County Tax Assessor Collector
(8) Ector County Coliseum
(9) Ector County Airport
** Ector County Airport could not provide landings and departures

ECTOR COUNTY, TEXAS

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

Function/Program	2015	2016	2017	2018	2019
Judicial:					
District Courtrooms	4	5	5	5	5
County Courtrooms	3	3	3	3	3
Justice of Peace Courtrooms	1	1	1	1	1
Correction:					
Adult Inmate Beds	667	667	667	667	667
Juvenile Beds	48	48	48	48	48
Cultural and Recreation:					
Number of County Parks	1	1	1	1	1
Number of Senior Centers	3	3	3	3	3
Highways and Streets:					
Paved Roads Maintained	903	903	903	903	903
Business Type:					
Coliseum	1	1	1	1	1
Airport	1	1	1	1	1

Source: Ector County Assets Report

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

Function/Program	2020	2021	2022	2023	2024
Judicial:					
District Courtrooms	5	5	5	5	5
County Courtrooms	3	3	3	3	3
Justice of Peace Courtrooms	1	1	1	1	1
Correction:					
Adult Inmate Beds	667	1079	1079	1,079	1,079
Juvenile Beds	48	48	48	48	48
Cultural and Recreation:					
Number of County Parks	1	1	1	1	1
Number of Senior Centers	3	2	2	2	2
Highways and Streets:					
Paved Roads Maintained	903	903	903	903	903
Business Type:					
Coliseum	1	1	1	1	1
Airport	1	1	1	1	1

Source: Ector County Assets Report

ECTOR COUNTY, TEXAS

ANALYSIS OF FUNDING PROGRESS AND CONTRIBUTION RATES (TCDRS)

Valuation Year	(a) Actuarial Value of Assets	(b) Actuarial Accrued Liability	(a/b) Funded Ratio	(b-a) Unfunded Actuarial Accrued Liability	(c) Annual Covered Payroll	UAAL as a Percentage of Covered Payroll	Total TCDRS Required Contribution Rate
2014	$ 133,228,049	$ 156,563,437	85.1%	$ 23,335,388	$ 30,263,252	77.1%	15.91%
2015	139,333,004	169,882,340	82.0%	30,549,336	31,788,814	96.1%	15.56%
2016	211,476,682	245,391,008	86.2%	33,914,326	31,970,895	106.1%	16.26%
2017	219,909,205	255,159,554	86.2%	35,250,349	32,741,541	107.7%	17.73%
2018	224,774,914	260,882,750	86.2%	36,107,836	32,341,721	111.6%	19.10%
2019	235,390,191	272,491,501	86.4%	37,101,310	37,947,622	97.8%	17.95%
2020	253,244,957	298,165,047	84.9%	44,920,090	43,733,013	102.7%	17.95%
2021	265,289,691	304,637,898	87.1%	39,348,207	39,348,207	100.0%	16.49%
2022	274,968,756	312,646,309	88.0%	37,677,553	42,187,574	89.3%	15.87%
2023	286,918,760	323,365,067	88.7%	36,446,307	44,780,829	81.4%	15.40%

Source: Texas County and District Retirement System

BUTLER-COHEN
DESIGN + BUILD

PCCO #001

Butler-Cohen LLC
3200 Southwest Fwy, Suite 1575
Houston, Texas 77027
Phone: (713) 534-1800

Project: 25-0012 - Ector County Juvenile Justice Center
1401 East Yukon Rd.
Odessa, Texas 79762

Prime Contract Change Order #001: Internal Reallocation #1

TO:	**Ector County** 300 N. Grant Ave. Odessa, Texas 79761	**FROM:**	**Butler-Cohen LLC** 3200 Southwest Freeway Suite 1575 Houston Texas 77027
DATE CREATED:	5/ 28 /2026	**CREATED BY:**	Jason Gafford **(Butler-Cohen LLC)**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:	Deionnte Taylor **(Butler-Cohen LLC)**	**REVIEWED BY:**	
DUE DATE:	06/09 /2026	**REVIEW DATE:**	05/30 /2026
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:	2 days	**EXECUTED:**	No
CONTRACT FOR:	25-0012:Ector County Juvenile Justice Center	**TOTAL AMOUNT (ex. tax):**	$ 0.00

DESCRIPTION:

PCO 01 - RFI #1: PVC Water Stop and Concrete Keyway Joint

RFI 001 PVC Water Stop and Concrete Keyway Joint was issued on 01/07/2026 for missing structural details and the potential weak point in the structural integrity of the tilt wall panels. It was requested that the engineer provide a detail showing how the PVC water stop and panel reinforcement interact. Per the engineer's response, the water stop/keyways can be removed everywhere, excluding locations where they are water penetrations or hydrostatic pressure. Butler Cohen is providing a cost deduction for removing water stops/keyways not required on the project.

Scope included in this change:

- Delete PVC Waterstop @ Tilt Wall to Slab Joint from scope of work

Qualification:

- This scope of work has been approved by the structural engineer.

Schedule:

- No impact to current schedule.
- Need approval by 5/27/26 to not impact the schedule.

This cost authorization for RFI 001 PVC Water Stop and Concrete Keyway Joint will result in **$40,100.00** being funded into an Owner's contingency.

PCO 02 - Bulletin 01 (Utilities) Drawing Changes

This Change Order Request is submitted for the additional scope of work required due to design modifications issued under Bulletin 01. The drawing updates outlined in Bulletin 01 introduce revisions beyond the original contract documents and necessitate added labor, material, and coordination efforts. The scope additional scope of work includes:

Scope of Work

- Add double cleanouts for sanitary sewer lines
- Add footage for the irrigation water line tap.

Qualification:

- This work has been accepted by the engineer and architect

Schedule:

- 2 additional days impacting utilities critical path

This cost authorization is issued in order to cover the scope revisions associated with Bulletin 01 with allocate funds of **$8,333.61** being funded by Owner's contingency.

PCO - 05 Bulletin 03 - RFI #11 Detention Doors/Frames Updates

BUTLER-COHEN
DESIGN + BUILD

PCCO #001

This Change Order Request is submitted for the additional scope of work required due to design modifications issued under Bulletin 03 (Security scope of work only). The drawing updates outlined in Bulletin 03 introduce revisions beyond the original contract documents and necessitate added labor, material, and coordination efforts. The scope additional scope of work includes:

Scope of Work:

- Changes to detention doors, frames, hardware

Qualification:

- This work is approved by the architect
- This change authorization only includes security scope with-in Bulletin.

Schedule:

- No impact to current schedule.
- Need approval by 5/6/26 to not impact the schedule.

This cost authorization for RFI 11 Detention Frames, Doors, Hardware Updates Per Submittal Review will result in **$92,799.00** being funded into an Owner's Contingency.

PCO 06 - Bulletin 04 (Detention RFI/Submittal Updates) Drawing Changes
This Change Order Request is submitted for the additional scope of work required due to design modifications issued under Bulletin 04 (Security scope of work only). The drawing updates outlined in Bulletin 04 introduce revisions beyond the original contract documents and necessitate added labor, material, and coordination efforts. The scope additional scope of work includes:

Scope of work:

- Detention window frames changes

Qualifications:

- This change has been approved by the architect
- This change authorization only includes security scope with-in Bulletin.

Schedule:

- No impact to current schedule.
- Need approval by 05/06/26 to not impact the schedule.

This cost authorization for Bulletin 04 (Steel, Tilt Wall, Detention RFI/Submittal Updates) Drawing Changes will result in **$42,498.00** being funded into an Owner's Contingency.

PCO 07 - Bulletin 05 - Detention Furniture
This Change Order Request is submitted for the additional scope of work required due to design modifications issued under Bulletin 05 (Security scope of work only). The drawing updates outlined in Bulletin 05 introduce revisions beyond the original contract documents and necessitate added labor, material, and coordination efforts. The scope additional scope of work includes:

Scope of work:

- Detention furnishings changes

Qualifications:

- This change has been approved by the architect
- This change authorization only includes security scope with-in Bulletin.

Schedule

- No impact to current schedule.
- Need approval by 05/06/26 to not impact the schedule.

This cost authorization for Bulletin 05 Detention Furnishings Changes will result in **$203,137.00** being funded into an Owner's Contingency.

PCO 08 - RFI #3: CIP Panels - Waterproofing Admixture
RFI 003 CIP Panels - Waterproofing Admixture was issued on 01/07/26 for removing the waterproofing admixture from the CIP Panels. Per the RFI #3 response, the design team has confirmed the waterproofing admixture is not required for the structural performance of the exposed CIP panels and has accepted the subcontractor's recommendation to omit the waterproofing admixture from the concrete scope. The Architect further directed the Contractor to provide the associated cost credit to the Owner, reflecting the deletion of the admixture, so the savings can be communicated to the Client.

BUTLER-COHEN
DESIGN + BUILD

PCCO #001

Scope included in this change:

- Delete the specified waterproofing admixture from the CIP (cast-in-place) panel concrete mix for the exposed panels included under Spec Section 03 47 13

Schedule:

- No impact to current schedule.

This cost authorization for RFI 003 CIP Panels - Waterproofing Admixture will result in $66,00.00 being funded into an Owner's contingency.

PCO 09 - Bulletin 6 - Vekada Video and Access Control
This Change Order Request is submitted for the additional scope of work required due to design modifications issued under Bulletin 06 (Security scope of work only). The drawing updates outlined in Bulletin 06 introduce revisions beyond the original contract documents and necessitate added labor, material, and coordination efforts. The scope additional scope of work includes:

Scope of Work:

- Video Security System
    - Video System - Delete from Securitas's Scope - attached
    - Video System - Buy Verkada equipment/programming with one year licenses from Driven
- Access Control System
    - Access Control System - Delete from Securitas's Scope - attached
    - Access Control System - Buy Verkada equipment/programming with one year licenses from Driven
    - Add Verkada Card Readers for IDF Doors 108 and 108A (per Bulletin #06)
    - Add cable and connectors for two card readers
    - Installation, testing for two new card readers

Qualification

- This work is approved by the architect
- This change order is only for the Camera and Access Control System of Bulletin 06
- **NOTE: The change from Securitas to Verkada was at the direction of Ector County.**

Schedule

- No impact to schedule
- Need approval by 5/22/26 to not impact schedule

This cost authorization for video security and access control systems will result in **$414,484.00** being funded from the owner's contingency fund.

PCO 10 - Bulletin 02 (ADA/TAS Review Comments) Drawing Changes
This Change Order Request is submitted for the additional scope of work required due to design modifications issued under Bulletin 02. The drawing updates outlined in Bulletin 02 introduce revisions beyond the original contract documents and necessitate added labor, material, and coordination efforts. The scope additional scope of work includes:

Scope of Work:

- Modify detention equipment
- Add detention furniture
- Add water fountain recess

Qualification:

- This scope of work has been accepted by the architect

Schedule

- No impact to current schedule.
- Need approval by 5/27/26 to not impact the schedule.

This cost authorization for Detention Changes - Bulletin 2 will result in **$21,143.41** being funded from an Owner's contingency.

Owner's Contingency Allocation
Upon reallocating the requested changes, the remaining of owner's contingency balance is $572.98.

ATTACHMENTS:

BUTLER-COHEN
DESIGN + BUILD

PCCO #001

PCO 010 Bulletin 02 ADA-RAS Review Comments.pdf PCO 009 - Bulletin 006 - Verkada Video and Access Control.pdf PCO 008 - RFI 003 - Waterproofing Admixture.pdf PCO 007 Bulletin 05 Detention Furniture.pdf PCO 06 Detention Windows - Bulliten 4.pdf PCO 05 Detention Door-Frames Bulletin 3.pdf PCO 002 - Bulletin 01 Utility Changes.pdf PCO 001 - RFI 001 PVC Water Stop-Keyway.pdf

POTENTIAL CHANGE ORDERS MADE THE BASIS OF THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	RFI #1: PVC Water Stop and Concrete Keyway Joint	0 days	0.00
002	Bulletin 01 (Utilities) Drawing Changes	2 days	0.00
005	Bulletin 03 - RFI #11 Detention Doors/Frames Updates per Submittal Reveiw	0 days	0.00
006	Bulletin 04 - Detention Window Frames	0 days	0.00
007	Bulletin 05 - Detention Furniture	0 days	0.00
008	RFI #3: CIP Panels - Waterproofing Admixture	0 days	0.00
009	Bulletin 6 - Vekada Video and Access Control	0 days	0.00
010	Bulletin 02 (ADA/TAS Review Comments) Drawing Changes	0 days	0.00
		TOTAL:	**$ 0.00**

CHANGE ORDER LINE ITEMS:

PCO # 001 : RFI #1: PVC Water Stop and Concrete Keyway Joint

#	Cost Code	Description	Type	Amount
1	03-01-01 - 03-01-01 Concrete	Remove Waterstop	Subcontract	($40,100.00)
2	01-30-01 - Owner Contingency	Funds Moved to Owners Contingency	Other	$ 40,100.00
			Subtotal:	$0.00
			SDI: 1.50% Applies to All Line Items	0.00
			Builder's Risk: 1.80% Applies to All Line Items	0.00
			Fee: 10.00% Applies to All Line Items	0.00
			Grand Total:	**$0.00**

PCO # 002 : Bulletin 01 (Utilities) Drawing Changes

#	Cost Code	Description	Type	Amount
1	33-01-01 - 33-01-01 Utilities	Bulletin 1	Subcontract	$ 8,333.61
2	01-30-01 - Owner Contingency	Funded from Owners Contingency	Other	($8,333.61)
			Subtotal:	$0.00
			SDI: 1.50% Applies to All Line Items	0.00
			Builder's Risk: 1.80% Applies to All Line Items	0.00
			Fee: 10.00% Applies to All Line Items	0.00
			Grand Total:	**$0.00**

PCO # 005 : Bulletin 03 - RFI #11 Detention Doors/Frames Updates per Submittal Reveiw

#	Cost Code	Description	Type	Amount
1	11-98-01 - Detention Equipment	Changes to Detention Doors, Frames, Hardware, and Window	Subcontract	($92,799.00)
2	01-30-01 - Owner Contingency	Funds moved to Owners Contingency	Other	$ 92,799.00
			Subtotal:	$0.00
			SDI: 1.50% Applies to All Line Items	0.00
			Builder's Risk: 1.80% Applies to All Line Items	0.00
			Fee: 10.00% Applies to All Line Items	0.00
			Grand Total:	**$0.00**

BUTLER-COHEN
DESIGN + BUILD

PCCO #001

PCO # 006 : Bulletin 04 - Detention Window Frames

#	Cost Code	Description	Type	Amount
1	11-98-01 - Detention Equipment	Detention Window Changes	Subcontract	($42,498.00)
2	01-30-01 - Owner Contingency	Funds Moved to Owners Contingency	Other	$ 42,498.00
			Subtotal:	$0.00
			SDI: 1.50% Applies to All Line Items	0.00
			Builder's Risk: 1.80% Applies to All Line Items	0.00
			Fee: 10.00% Applies to All Line Items	0.00
			Grand Total:	**$0.00**

PCO # 007 : Bulletin 05 - Detention Furniture

#	Cost Code	Description	Type	Amount
1	11-98-01 - Detention Equipment	Detention Furnishing Changes	Subcontract	($203,137.00)
2	01-30-01 - Owner Contingency	Funds moved to Owners Contingency	Other	$ 203,137.00
			Subtotal:	$0.00
			SDI: 1.50% Applies to All Line Items	0.00
			Builder's Risk: 1.80% Applies to All Line Items	0.00
			Fee: 10.00% Applies to All Line Items	0.00
			Grand Total:	**$0.00**

PCO # 008 : RFI #3: CIP Panels - Waterproofing Admixture

#	Cost Code	Description	Type	Amount
1	03-01-01 - 03-01-01 Concrete	Remove Waterproofing Admixture	Subcontract	($66,000.00)
2	01-30-01 - Owner Contingency	Funds moved to Owners Contingency	Other	$ 66,000.00
			Subtotal:	$0.00
			SDI: 1.50% Applies to All Line Items	0.00
			Builder's Risk: 1.80% Applies to All Line Items	0.00
			Fee: 10.00% Applies to All Line Items	0.00
			Grand Total:	**$0.00**

PCO # 009 : Bulletin 6 - Vekada Video and Access Control

#	Cost Code	Description	Type	Amount
1	28-52-01 - 28-52-01 Detention Security Systems	Verkada Camera	Subcontract	$ 404,609.00
2	28-52-01 - 28-52-01 Detention Security Systems	Verkada Card Readers	Subcontract	$ 9,875.00
3	01-30-01 - Owner Contingency	Funded by Owners Contingency	Other	($414,484.00)
			Subtotal:	$0.00
			SDI: 1.50% Applies to All Line Items	0.00
			Builder's Risk: 1.80% Applies to All Line Items	0.00
			Fee: 10.00% Applies to All Line Items	0.00
			Grand Total:	**$0.00**

BUTLER-COHEN
DESIGN + BUILD

PCCO #001

PCO # 010 : Bulletin 02 (ADA/TAS Review Comments) Drawing Changes

#	Cost Code	Description	Type	Amount
1	10-01-01 - 10-01-01 Specialties	Toilet Accessories	Subcontract	$ 720.00
2	09-60-01 - 09-60-01 Flooring	Tile Changes	Subcontract	$ 797.41
3	11-98-01 - Detention Equipment	Added Detention Equipment	Subcontract	$ 19,626.00
4	01-30-01 - Owner Contingency	Funded by Owners Contingency	Other	($21,143.41)
			Subtotal:	$0.00
			SDI: 1.60% Applies to All Line Items	0.00
			Builder's Risk: 1.80% Applies to All Line Items	0.00
			Fee: 10.00% Applies to All Line Items	0.00
			Grand Total:	**$0.00**

The original (Contract Sum)	$ 45,959,513.00
Net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 45,959,513.00
The Contract Sum will not be changed by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 45,959,513.00

The Contract Time will be increased by this Change Order by 2 days

Andrew Fastle (Hellmuth, Obata & Kassabaum, Inc.)

Andrew Fastle 6/2/2026

SIGNATURE **DATE**

Ector County

300 N. Grant Ave.
Odessa Texas 79761

SIGNATURE **DATE**

Butler-Cohen LLC

DT

3200 Southwest Freeway Suite 1575
Houston Texas 77027

Ryan Bray 6/1/2026

SIGNATURE **DATE**