

**BOARD OF TRUSTEES
AGENDA**

☐ Workshop	☒ Regular	☐ Special
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(A) ☐ REPORT ONLY ☐ RECOGNITION

Presenter(s): SAMUEL MIJARES, SUPERINTENDENT OF SCHOOLS

Briefly describe the subject of the report or recognition presentation.

(B) ☒ Action Item

Presenter(s):

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST FOR AN INTERLOCAL AGREEMENT FOR SERVICES AND EQUIPMENT WITH MAVERICK COUNTY.

(C) Funding Source: Identify the source of funds if any are required.

(D) Clarification: Explain any question or issues that might be raised regarding this item.



EAGLE PASS INDEPENDENT SCHOOL DISTRICT

TO: Samuel Mijares, Superintendent of Schools

FROM: Rolando Salinas, Deputy Superintendent for District Operations

DATE: July 30, 2026

SUBJECT: Agenda Item – Interlocal Agreement for Services and Equipment

Please find the agenda item that will be presented at the upcoming Board Meeting on August 11, 2026. This is in regards to the request for an Interlocal Agreement for Services and Equipment with Maverick County.

STATE OF TEXAS

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COUNTY OF MAVERICK

Interlocal Agreement for Services and Equipment

This Interlocal Agreement for Services and Equipment ("Agreement") is made on the _____ of _____ 2026, between Maverick County ("County"), a political subdivision of the State of Texas, and Eagle Pass Independent School District ("EPISD"), a political subdivision of the State of Texas acting through its Board of Trustees.

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any local government may contract with another local government to perform governmental functions and services that each party to the contract is authorized to perform individually, including but not limited to police protection and detention services, public health and welfare, and any governmental functions in which the contracting parties are mutually interested; and

WHEREAS, EPISD is a public school district whose jurisdictional boundaries are located within Maverick County, Texas; and

WHEREAS, County and EPISD each find that contracting with each other for the provisions of governmental services herein includes provision of parks and recreation, planning and engineering services, and other governmental functions in which the parties are mutually interested for the constituents of both the County and EPISD.

WHEREAS, the County sometimes requires the use of EPISD equipment and/or services; and

WHEREAS, the EPISD sometimes requires the use of County equipment and/or services; and

WHEREAS, the EPISD has a desire to mutually exchange services and equipment with the County; and

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

ARTICLE I **PURPOSE**

- 1.01 The purpose of this Agreement is to provide for the use by County and EPISD of each other's resources as necessary.

ARTICLE II **DESCRIPTION OF SERVICES**

- 2.01 EPISD agrees to provide the requested services and equipment, which include, but are not limited to:
- a. available equipment;
 - b. available manpower;
 - c. supplies and materials;
 - d. and other services and equipment as requested and available.
 - e. Use of buildings, facilities, parks, & outdoor spaces.
 - f. Collaboration for grant funding
- 2.02 County agrees to provide the required services and equipment:
- a. available equipment;
 - b. available manpower;
 - c. supplies and materials;
 - d. and other services and equipment as requested and available.

- e. Use of buildings, facilities, parks, and public land.
- f. Collaboration for grant funding

ARTICLE III **COST OF SERVICES**

- 3.01 Both EPISD and County agree that the consideration to be paid for the services and equipment provided hereunder shall be determined in advance by the respective entities and shall not exceed the cost of services, manpower, supplies and materials, and the rental value of equipment.
- 3.02 EPISD and County agree to invoice each other on a monthly basis for the equipment or services provided herein, with itemized invoices to be forwarded to the designated party for payment. Payment shall be made within thirty (30) calendar days of approval of said invoice.
- 3.03 EPISD and County agree that notice required under this agreement shall be forwarded to the authorized representative as identified by the EPISD and County no more than thirty (30) days after the execution of this agreement, and as it may be amended in writing thereafter.
- 3.04 All requests for services and equipment must be made by signed purchase order, in accordance with established administrative guidelines.
- 3.05 Each party paying for the performance of governmental functions or services under this Agreement shall be made from payments from current revenues available to the paying party.

ARTICLE IV **INSURANCE**

- 4.01 The EPISD and County agree to provide and maintain, as its own expense, the proper form of insurance coverage appropriate and required for the equipment, buildings, facilities, parks, and other services.

ARTICLE V **RESPONSIBILITY**

- 5.01 EPISD and County will be responsible for any damage to equipment while under their control and care.

ARTICLE VI **TERMS**

- 6.01 The term of this Agreement is from _____ until _____.
- 6.02 This Agreement, however, shall terminate in the event sufficient funds are not appropriated by Maverick County Commissioners Court to meet the County's fiscal obligations or if sufficient funds are not appropriated to the EPISD by its Board of Trustees, the State or Federal Government to meet the EPISD services, fees and equipment obligations agreed hereto in any fiscal year. In such event, either party agrees to give the other party thirty (30) days written notice prior to termination.
- 6.03 Notwithstanding anything herein to the contrary, either party may terminate this Agreement with or without cause, upon giving written notice to the other, thirty (30) days prior to the date of termination.

ARTICLE VII **LIABILITY**

- 7.01 The County shall have no liability whatsoever for or with respect to the EPISD'S use of any EPISD property or facility, or the actions of, or failure to act by any employees, subcontractors, agents, or assigns of EPISD. EPISD covenants and agrees that:
 - a. EPISD shall be solely responsible for, as between EPISD and the County and the agents, officers, and employees of the County, for and with respect to any claim cause of action out of or with respect to any act, omission, or failure to act by EPISD or its agents, officers, employees, and subcontractors, while on EPISD property or while using any EPISD facility or performing any function or providing or delivering any service undertaken by EPISD pursuant to this Agreement.

- 7.02 EPISD shall have no liability whatsoever for or with respect to the County's use of any County property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the County. The County covenants and agrees that:
- a. The County shall be solely responsible, as between the County and EPISD and the agents, officers, and employees of EPISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the County or its agents, officers, employees, and subcontractors, while on County property or while using any County facility or performing any function or providing or delivering any service undertaken by the County pursuant to this Agreement.
- 7.03 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither EPISD nor the County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

ARTICLE VIII **TEXAS LAW TO APPLY**

- 8.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Maverick County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.

ARTICLE IX **LEGAL CONSTRUCTION**

- 9.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

ARTICLE X **PRIOR AGREEMENTS SUPRESEDED**

- 10.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement(s) between the parties respecting the within subject matter.

ARTICLE XI **AMENDMENT**

- 11.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing dated subsequent to the date hereof and duly executed by the parties hereto.

ARTICLE XII **MISCELLANEOUS**

- 12.01 Failure of any Party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.
- 12.02 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

12.03 This Agreement is for the benefit of the Parties to the Agreement and does not confer any rights on any third parties.

IN WITNESS WHEREOF, this Agreement is authorized by the governing bodies of each party. This Agreement is signed, accepted, and agreed to by all parties by and through their authorized representatives. All Parties hereby acknowledge that they have read and understood this Agreement. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

MAVERICK COUNTY

By: _____

Ramsey English Cantu
Maverick County Judge

Date: March 20, 2026

ATTEST:

Sara Montemayor
County Clerk

**EAGLE PASS INDEPENDENT
SCHOOL DISTRICT**

By: _____

Jorge Barrera
Board President

Date: _____

ATTEST:

Hilda Mauricio
Board Secretary





SARA MONTEMAYOR
Maverick County Clerk
500 Quarry St. Ste. 2
Eagle Pass, Texas 78852
(830) 773-2829

**THE STATE OF TEXAS
COUNTY OF MAVERICK**

I, Sara Montemayor, Clerk of the County Court of Maverick County, Texas, do hereby certify that the following is a true and correct EXCERPT taken from the minutes of the Hon. Commissioners' Court Meeting of March 6th, 2026, a quorum thereof being present, to-wit:

9. Discussion and Appropriate Action to extend vacation time for Sonia Dena. - Commissioner Ramos
10. Discussion and Appropriate Action to install an LED light at 3648 Del Rio Hwy. - Commissioner Ramos
11. Discussion and Appropriate Action to install an LED streetlight on 3548 Sauz Dr. - Commissioner Ramos
12. Discussion and Appropriate Action to install 2 LED streetlight on 12707 N US Hwy 277. - Commissioner Ramos
13. Discussion and Appropriate Action to install an LED streetlight at 11307 N US Hwy 277. - Commissioner Ramos
14. Discussion and Appropriate Action to install a flood light at 3750 N US Hwy 277. - Commissioner Ramos
15. Discussion and Appropriate Action to install two (2) LED streetlights at 1111 FM 1664 and 411 FM 1664. - Commissioner Ramos
16. Discussion and Appropriate Action to install a LED streetlight at 246 FM 1666 (intersection of Hwy 277 and FM 1666). - Commissioner Ramos
17. Discussion and Appropriate Action to allow Southwest Junior College use Maverick County International Airport for cadet training. - Commissioner Ramos
18. Discussion and Appropriate Action to allow Maverick County 4H club host their monthly meetings at the June Edwards Community Center for the FY 2026. - Commissioner Ramos
19. Discussion and Appropriate Action to allow and ratify Maverick County Hospital District and Mission Border Hope to accept donations for the Seco Mines Community Center Valentine's Dance. - Commissioner Ramos
20. Discussion and Appropriate Action to allow and ratify the Jorge Maldonado Foundation & Maverick County Hospital District to use the June Edwards Community Center for free meals and health screenings. - Commissioner Ramos
21. Discussion and Appropriate Action to allow and ratify Ana L. Guardiola FNP to give a Healthy Heart presentation following with a loteria sponsored by Mission Border Hope at the Seco Mines Community Center on February 19, 2026. - Commissioner Ramos

22. Discussion and Appropriate Action to assist resident at 288 Third St. on his fence repairs due to fallen tree on Maverick County Right away. – Commissioner Ramos

23. Discussion and Appropriate Action to allow Mission Border Hope & USDA host an event at the Seco Mines Community Center. – Commissioner Ramos

A motion was duly made by Commissioner Ruiz, seconded by Commissioner Ramon and unanimously carried to approve consent agenda items #4-30.

47. Discussion and Appropriate Action to approve Maverick County Airport Water Works Drought Contingency Plan. – Commissioner Ramos

Commissioner Ramos stated, “we need to have that in play and it was a draft contingency plan that we have and it was created by AG3 Engineering.”

A motion was duly made by Commissioner Ramos, seconded by Commissioner Rios and unanimously carried to approve item as presented.

48. Discussion and Appropriate Action to install a walking trail at Glass Elementary through our MOU with EPISD. – Commissioner Ramos

Commissioner Ramos stated, “we’re in the beginning stages of the planning. We have now taken this, we met with the principal at the school at her request. She called our office asking for assistance and we’re going to be taking this to the Superintendent and see how we can proceed with this. We have done that, we did it on another school. We did it at Liberty Elementary a couple of years ago, and that’s what she is requesting Ms. Chacon at this campus but I wanted to get approval from the Court before I leave with the Superintendent. I don’t know what their funding is because we provide the labor and they purchase all the material. And I don’t know what their budget situation is. We already have an MOU, Memorandum of Understanding. I need to meet with the Superintendent.

A motion was duly made by Commissioner Ramos, seconded by Commissioner Ramon and unanimously carried to approve item as presented.

49. Discussion and Appropriate Action to discuss the Quemado Cemetery Groundskeeper Services outstanding invoices for Pura Leticia Gonzalez. – Commissioner Ramos

Commissioner Ramos stated this item will be withdrawn as it has already been resolved.

Item withdrawn.

50. Discussion and Appropriate Action to approve the Memorandum of Understanding (MOU) with Maverick County and Eagle Pass Independent School District. – Commissioner Ramos

Commissioner Ramos stated she has a legal question and would like to take it into executive session.

51. Discussion and Appropriate Action to approve the Memorandum of Understanding (MOU) with Maverick County and Southwest Texas College. – Commissioner Ramos

County Judge English Cantu stated Southwest Texas College.

Commissioner Ramos responded yes and stated, “this is a Memorandum of Understanding. We have the cadets from Southwest Texas Junior College using our airport for their cadets for training at the airport and legal has already reviewed the Memorandum of Understanding and we’re just seeking approval from the Court.”

County Judge English Cantu asked if there were any questions regarding the MOU with the Court.

Commissioner Ruiz stated, it's not a question, somebody called my attention and it's not a Junior College anymore.

Commissioner Ramos asked, "it's not?"

Both County Judge English Cantu and Commissioner Ruiz stated, Southwest Texas College.

Commissioner Ramon stated she did not understand what is it that they're doing.

Commissioner Ramos stated, "they are cadets they go to the airport because of the spacing and they train their officers, they are the cadets that are getting ready to graduate. They have been using it for years and now we are having to do this Memorandum of Understanding."

Commissioner Ruiz asked if they don't fly planes.

Commissioner Ramos responded, "no, this is people that they get officers that graduate from there."

A motion was duly made by Commissioner Ramos, seconded by Commissioner Rios and unanimously carried to approve to amend item to remove Junior and to approve the Memorandum of Understanding.

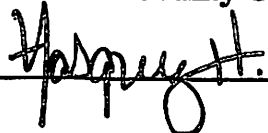
52. Discussion and Appropriate Action in regard to Quemado Cemetery Survey and projects. – Commissioner Ramos

Commissioner Ramos stated she needs to take this item to executive session, she has a legal question in regards to a survey.

County Judge English Cantu stated, executive session based on legal matters with section 551.071 of the Texas Government Code advice with Legal Counsel."

Witness under my hand and seal of said Court, at my office in Eagle Pass, Texas this the 14th day of April, 2026.

**Sara Montemayor
Maverick County Clerk**

By: , Deputy Clerk