

BOARD OF TRUSTEES AGENDA

☐ Workshop	☒ Regular	☐ Special
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- (A) ☐ Report Only ☐ Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) ☒ Action Item

Presenter(s): ISMAEL MIJARES, DEPUTY SUPERINTENDENT FOR BUSINESS & FINANCE

Briefly describe the action required.

CONSIDER AND APPROVE THE PROPOSED CONTRACT FOR ELECTION SERVICES, AS PRESENTED AND AS APPROVED BY MAVERICK COUNTY, WITH SERVICES TO BE PROVIDED BY THE COUNTY ELECTIONS ADMINISTRATOR FOR A PROPOSED DISTRICT BOND ELECTION ON SATURDAY, MAY 2, 2026; AND APPROVAL OF THE EXPENDITURE OF SUCH COST FOR SUCH SERVICES IN THE AMOUNT OF \$160,000.00, SUBJECT TO APPROVAL OF APPROPRIATE BUDGET AND THE CALL OF THE ELECTION.

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

THE ESTIMATED COST OF \$160,000.00 WILL BE BUDGETED IN THE MAINTENANCE AND OPERATIONS FUND FOR THE BOND ELECTION. FINAL ACTUAL COSTS WILL BE DETERMINED AFTER THE ELECTION.

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

SEE ATTACHED MEMORANDUM.



To: Samuel Mijares, Superintendent

From: Ismael Mijares, Deputy Superintendent for Business & Finance

Date: September 30, 2025

SUBJECT: Contract for Election Services between Maverick County and the Eagle Pass Independent School District

Attached is the Contract for Election Services between Maverick County and the Eagle Pass Independent School District for the Saturday, May 2, 2026 Bond Election. The agreement was approved by the Maverick County on Wednesday, September 24, 2025. The following have been included in the contract:

- The Saturday, May 2, 2026 Bond Election will include a Saturday and Sunday Early Voting Days: Saturday, April 25, 2026 - 7:00 am to 7:00 pm and Sunday, April 26, 2026 - 9:00 am to 3:00 pm. The Saturday, May 2, 2026 Bond Election includes ten (10) voting days.
 - 1) Monday-Friday, April 20, 2026 through April 24, 2026 (8:00 am to 5:00 pm-5 Days)
 - 2) **Saturday, April 25, 2025 (7:00 am to 7:00 pm-1 Day)**
 - 3) **Sunday, April 26, 2024 (9:00 am to 3:00 pm-1 Day)**
 - 4) Monday-Tuesday, April 27, 2026 through April 28, 2026 (8:00 am to 5:00 pm-2 Days)
 - 5) Saturday, May 2, 2026 Election Day (7:00 am to 7:00 pm-1 Day)
- The cost estimate on Exhibit A, page 6 includes:
 - 1) The cost of Kickapoo voter assistance during Early Voting and Election Day will be provided by Maverick County.
 - 2) The cost to translate and advertise the School Bond Election in Kickapoo Language in the local KEPS/KINL Radio Station daily for two weeks will be provided by Maverick County.
 - 3) All other communication efforts to inform the Kickapoo community on the School Bond Election will be provided by the existing school district personnel without incurring additional cost.
- In the event of overpayment, Maverick County shall promptly refund the school district.
- The presiding judge of the 293rd Judicial District Court of Maverick County, Texas, the Honorable Maribel Flores, shall serve as the custodian of the keys to the ballot boxes for voted ballots in the Election which will be stored at the IBC Bank. The Custodian of the Ballot Boxes is subject to change as determined by Election Code Section 273.001-003.
- Notice of Election will be published in the local newspaper by Maverick County (Kickapoo notices will only be advertised in the local KEPS/KINL radio station daily as required by law).

Should you have any questions regarding this matter, please contact me at your convenience.

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF MAVERICK §

This contract is entered into by and between the MAVERICK COUNTY ELECTIONS ADMINISTRATOR (“ADMINISTRATOR”) on behalf of Maverick County, a political subdivision of the State of Texas and the EAGLE PASS INDEPENDENT SCHOOL DISTRICT (“DISTRICT”), pursuant to Texas Election Code Section 31.092.

RECITALS

DISTRICT, by appropriate action of its governing body acting in accordance with all applicable laws, has called or is expected to call a special election to be administered and supervised by ADMINISTRATOR on Saturday, May 2, 2026, for voters of the DISTRICT to vote on one or more propositions for the possible issuance of bonds and levy of taxes in accordance with Chapter 45, Subchapter A, of the Texas Education Code; and, in that regard, DISTRICT desires that certain election services be provided by ADMINISTRATOR through the Maverick County Elections Department in accordance with this contract for election services as approved or to be approved by ADMINISTRATOR.

ADMINISTRATOR has provided a cost estimate for election services to be rendered to DISTRICT by ADMINISTRATOR’s office under the terms of this Contract and which estimate and services are set out on **Exhibit “A,”** attached and incorporated into this Contract.

DISTRICT and ADMINISTRATOR enter into this Contract setting out the respective responsibilities of the Parties.

Accordingly, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01. The Parties have entered into this Contract for election services as hereinafter described to be provided to DISTRICT for its bond election to be held on May 2, 2026.

ARTICLE II SERVICES

2.01. ADMINISTRATOR agrees to provide to DISTRICT the following general services and such specific services as identified hereby for the DISTRICT’S bond election and as approved by ADMINISTRATOR (hereinafter sometimes referred to as “the Election”):

- (A) To act as the Chief Election Officer, Early Voting Clerk, Voter Registrar, and, until distributed to District, the General Custodian of Precinct Election Records as defined by section 66.002 of the Texas Election Code for the Election;

- (B) Procure and distribute election supplies, including, but not limited to, the preparation, printing and distribution of ballots and sample ballots;
- (C) Procure election judges and clerks for early voting and election day voting;
- (D) Procure early voting polling places and election day polling places or vote centers as set out in **Exhibit “B,”** attached and incorporated into this Contract, and as may be otherwise necessary; and, in this regard, both parties understand and agree that changes may result in poll locations prior to the Election due to unforeseen circumstances that may arise following approval of this agreement. For good cause under such unforeseen circumstances requiring such changes, ADMINISTRATOR is authorized to make such changes after first conferring with DISTRICT.
- (E) Procure, prepare, test, and distribute adequate and state-approved election equipment and supplies and transport equipment to and from the polling locations/vote centers, including any early voting substations, if any, for DISTRICT;
- (F) Distribute the lists of registered voters to be used in conducting the Election, as provided by the Maverick County Voter Registrar pursuant to the request by DISTRICT;
- (G) Pay election day and early voting judges and clerks;
- (H) Pay the judges for election night returns and early voting returns;
- (I) Provide training and information for election officers and clerks;
- (J) Provide general overall supervision of the Election and advisory services for the Election;
- (K) Prepare and issue writs of election to election officers and notices of appointment to presiding and alternate judges for the Election that are required by law;
- (L) Conduct early voting, in person and by mail, for District;
- (M) Establish a Central County Station for the purpose of tabulating ballots for the election;
- (N) Provide such incidental related services as may be necessary to effect DISTRICT’s legal requirements for the Election;
- (O) Meet ADA requirements as the law requires as to polling locations and voter assistance for the Election;

- (P) Provide for Central Count Tabulation(s):
- Preparation and programming of the ballots on the election scanners;
 - Preparation and tabulation of votes from the election system used in the Election;
- (Q) Be responsible for the preparation and publication in the newspaper of the Notice of Election for the Election;
- (R) Provide DISTRICT with the necessary results of the Election in order for DISTRICT to canvass the Election as provided by the Texas Election Code; **and**
- (S) Electronic delivery to the Secretary of State of the precinct by precinct results of the election for the entity when required by the Secretary of State.
- (T) OTHER RESPONSIBILITIES:
1. While DISTRICT will provide ADMINISTRATOR with the ballot language in both English and Spanish, ADMINISTRATOR shall prepare the ballot and provide DISTRICT with a final proof of the ballot language for approval prior to printing the ballots. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for Early Voting by personal appearance and the printed ballot mail-outs for Early Voting by Mail.
 2. For voters having the need of a translator, ADMINISTRATOR shall make available to the voters an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process. ADMINISTRATOR shall also make available to the voters having the need of an individual capable of acting as a translator and speaking both English and Kickapoo languages an individual capable of assisting Kickapoo-speaking voters in understanding and participating in the election process.
 3. For Early Voting, ADMINISTRATOR shall provide a locked and secure area in which voted ballot boxes will be stored and secured until the Early Voting Ballot Board convenes. ADMINISTRATOR shall provide transportation of such ballot boxes to the Central Counting Station for the Early Voting Ballot Board

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the DISTRICT, posting the election notice as required by the Texas Election code section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of District's election records after the records are distributed to District, nor for conducting the canvass of the Election for DISTRICT except as otherwise may be provided in Article II of this agreement.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this contract shall be from the time of execution until all items with respect to this Contract and the Election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

6.01. In consideration for the services provided hereunder by ADMINISTRATOR, DISTRICT shall pay ADMINISTRATOR the actual cost of performing the services including any overtime incurred by ADMINISTRATOR's employees. DISTRICT shall deposit with ADMINISTRATOR the sum of \$120,000.00 no later than February, 2026.

6.02. If the actual election costs exceed DISTRICT'S deposit, the difference between the actual costs and the deposit will be paid by DISTRICT within thirty (30) days after receiving an itemized invoice from ADMINISTRATOR. Payment must be made by check **payable to the Maverick County Clerk** and mailed to:

Maverick County Elections Administrator
501 E. Main Street, Suite B
Eagle Pass, Texas 78852

6.03. Any monies remaining after the payment of all costs of elections bills, shall be the property of the DISTRICT and promptly returned to it.

ARTICLE VII
GENERAL PROVISIONS

7.01. This Contract will be construed under and in accordance with the laws of the State of Texas; and all obligations of the Parties created hereunder are performable in Maverick County, Texas.

7.02. If any one or more of the provisions contained in this Contract is/are for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability

shall not affect any other provision; and this Contract will be construed as if the invalid, illegal, or unenforceable provision(s) had never been contained in the Contract.

7.03. This Contract constitutes the sole and only agreement of the Parties and supersedes any prior understanding or written or oral agreement between the Parties respecting the written subject matter.

7.04. No amendment, modification, or alteration of this Contract will be binding unless it is in writing, dated subsequent to the date hereof, and executed by both Parties. **In that event, in accordance with Section 31.092 of the Texas Election Code, any amendment, modification, or alteration may, but need not be, submitted to the Commissioners Court for approval.**

ARTICLE VIII
BACKGROUND CHECKS

8.01. Prior to the Election, ADMINISTRATOR has conducted **or will conduct** all criminal background checks for relevant election officials as required by Texas Election Code § 129.051(g).

APPROVED BY THE PARTIES AS OF THE LAST DATE OF SIGNATURE SHOWN BELOW:

MAVERICK COUNTY JUDGE
RAMSEY ENGLISH CANTU

BY: _____

DATE: Oct. 8, 2025

EAGLE PASS ISD

BY: _____

TITLE: _____

DATE: _____

EXHIBIT “A”

Estimated Code of Election	<u>\$160,000.00</u>
75% of Estimated Cost Due Prior to Election Services	<u>\$120,000.00</u>
Balance of Estimated Cost from District	\$_____

Balance, if any, is due from DISTRICT following the Election. ADMINISTRATOR, on behalf of MAVERICK COUNTY (“County”), agrees that the County shall invoice DISTRICT with the balance due following the Election and the Election services required for the Election. In the event that DISTRICT’s payment to County has exceeded its cost for providing the Election services under this Contract, the County shall reimburse DISTRICT with the difference attributed to it.

EXHIBIT “B”

*(Locations and Times Subject to Change
Where Unforeseen and Necessary Circumstances Require
as Determined by Administrator)*

Election Day Voting 7:00 a.m. – 7:00 p.m.:

<u>PRECINCT</u>	<u>LOCATION</u>	<u>ADDRESS</u>
1A --- --- --- --- ---	SALON DE COLORES --- --- --- --- ---	2055 WILLIAMS ST.
1B --- --- --- --- ---	FIRE STATION #2 --- --- --- --- ---	2420 SECOND ST.
1C --- --- --- --- ---	MEMORIAL Jr. HIGH (GYM) --- --- --- --- ---	1800 LEWIS ST
1D --- --- --- --- ---	SALON PERPETUO SOCORRO --- --- --- --- ---	585 ALAMO ST.
2A --- --- --- --- ---	SAN LUIS ELEM. (CAFETERIA) -- --- --- --- ---	2090-A WILLIAMS ST.
2B --- --- --- --- ---	RAY H. DARR ELEM. (GYM) --- --- --- --- ---	1996 EIDSON RD.
2C --- --- --- --- ---	ROSITA VALLEY ELEM. (GYM) - --- --- --- ---	735 ROSITA VALLEY
2D --- --- --- --- ---	EL INDIO COMM. CENTER --- --- --- --- ---	115 WEST TEXAS ST.
2E --- --- --- --- ---	INTERNAT’L CTR. FOR TRADE -- --- --- --- ---	3295 BOB ROGERS DR.
3A --- --- --- --- ---	GLASS ELEMENTARY (GYM) --- --- --- --- ---	1501 BOEHMER AVE.
3B --- --- --- --- ---	SECO MINES ELEM. (GYM) --- --- --- --- ---	2900 DIAZ ST.
3C --- --- --- --- ---	QUEMADO COMMUNITY CTR. --- --- --- --- ---	20160 US HWY 277
4A --- --- --- --- ---	MAVERICK CTY. COURTHOUSE - --- --- --- --- ---	500 QUARRY ST.
4B --- --- --- --- ---	EAGLE PASS H.S. (GIRLS GYM) -- --- --- --- ---	2020 SECOND ST.
4C --- --- --- --- ---	ST. JOSEPH PARISH HALL --- --- --- --- ---	800 COMAL ST.
4D --- --- --- --- ---	OLD E.P.I.S.D. CNTL. OFF. (BOARD ROOM) --- --- --- --- ---	1420 EIDSON RD.

Early Voting:

Main Early Voting Polling Place
Cruz Antonio Munoz Gymnasium
2101 Epting Circle
Eagle Pass, Texas 78852

Dates and Times / (fechas y horarios)

- **April 20 through April 24, 2026**
(including San Jacinto Day, April 21st)
from 8:00 a.m. – 5:00 p.m.
- **Saturday, April 25, 2026**
from 7:00 a.m. – 7:00 p.m.
- **Sunday, April 26, 2024**
from 9:00 a.m. – 3:00 p.m.
- **April 27 through April 28**
from 8:00 a.m. – 5:00 p.m.

Due to changes in the Texas Election laws following the 89th Legislative Session of the Texas Legislature, the parties agree that Election Day and/or Early Voting locations, dates, and times as described and set out in this Exhibit, as well as other terms and conditions of this Contract for Election Services, shall remain subject to all applicable legal requirements in effect for the DISTRICT’s May 2, 2026, bond election (“the Election”), whether or not such requirements were in effect and/or otherwise not known at the time this Contract for Election Services was entered into by both parties. The parties agree, **when and if necessary**, to revise this Exhibit “B” and any other term and/or condition that is/are in conflict with applicable Texas law so that this Contract is in compliance with Texas law for the Election.

Eagle Pass Independent School District

BUDGET CHANGE REQUEST

FUND: 199

MAINT. & OPERATIONS

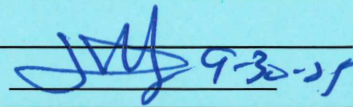
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DATE: 9/30/2025

REFERENCE NO. _____

ACCOUNT NUMBER										NOM.	AMOUNT INCREASE/(DECREASE)
FUND	FUNC	OBJ.	SUB- OBJ.	ORG.	PROG.				DESCRIPTION		
199	00	5XXX			6	XX	X	XX	LOCAL REVENUES	+	100,000
199	41	6XXX			6	XX	X	XX	ELECTION COSTS	-	100,000
TOTAL											0.00

REASON FOR REQUEST: TO APPROPRIATE FUNDS FOR THE 2026 BOND ELECTION.

ORIGINATOR  9-30-25

<u></u>	DATE <u>9-30-25</u>	SUPERINTENDENT _____	DATE _____
FINANCE	DATE	BOARD OFFICER _____	DATE _____

DISAPPROVAL: _____ NAME _____ DATE _____

REASON FOR DISAPPROVAL: _____

PROCESSED BY ACCOUNTING: _____ NAME _____ DATE _____