



CITY OF EAGLE PASS  
**AGENDA**  
CITY COUNCIL SPECIAL MEETING  
Council Chambers, City Hall  
100 S. Monroe Street, Eagle Pass,  
Maverick County, Texas  
Tuesday, August 12, 2025 at 5:30 PM

Once convened, the City Council will take up the following items in any order during the meeting but no sooner than the designated times. Meetings are broadcast live on the Official City Eagle Pass, Texas Facebook Page.

**ESTABLISHMENT OF QUORUM**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF REVERENCE**

**CITIZENS COMMUNICATIONS AND RECOGNITIONS**

**MAYOR'S CONSENT AGENDA ANNOUNCEMENT**

A Consent Agenda is contained in this meeting agenda. The consent agenda is designed to assist in making the meeting shorter and more efficient. Items left on the Consent Agenda may not be discussed when the Consent Agenda comes before the Council. If any Council Member wishes to discuss a Consent Agenda item, please tell me now and I will remove the Item from the Consent Agenda and place it in an appropriate place on the meeting agenda so it can be discussed when that item is taken up by the Council. Does any Council Member request removal of a Consent Agenda item?

**CONSENT AGENDA ITEMS**

1. Second reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 6, Article I, Section 6-3 of the Code of Ordinances by changing the name from Animal Grievance Board to Animal Welfare Board, and adding duties; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.
2. Second reading of an ordinance amending Chapter 2 - Administration, Article II, Section 2-30 (q) (Wellness Leave) of the Code of Ordinances of the City of Eagle Pass to add a day to Wellness Leave benefit; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing a severability clause; and establishing an effective date.
3. Second reading of an ordinance of the City of Eagle Pass, Texas, amending Chapter 2, by adding Article VI, Division 2, Subdivision h, Section 2-250.52(d)

of the Code of Ordinances by allowing residents of Maverick County who own property within the city to serve on the ethics commission; providing a severability clause; and declaring an effective date

## **RESOLUTION (S)**

4. Consideration and possible approval of a resolution of the City Council of the City of Eagle Pass, Texas supporting the Highway 57 4-Lane Project.
5. Presentation, discussion, and possible action on a formal action plan regarding resolution 2025-42R, directing the City Manager to address public safety staffing and retention.

## **OTHER BUSINESS**

6. Consideration and possible approval of a partnership agreement between Southwest Texas College and the City of Eagle Pass Fire Department for an internship program to enable students to complete their clinical training.
7. Consideration and possible approval ratifying a Consultant Contract between the City of Eagle Pass and Eagle Pass Independent School District to conduct Emergency Medical Technician (EMT) courses using the Eagle Pass Fire Department Instructors.

## **EXECUTIVE SESSION**

The City Council reserves the right to adjourn into executive session at any time during this meeting to discuss any posted agenda item when authorized by Texas Government Code, Chapter 551, Subchapter D, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551 .076 (Deliberations about Security Devices), and/or 551.087 (Economic Development). Following a closed session, the open meeting will reconvene at which time action, if any, may be taken.

8. Executive Session pursuant to Section 551.071 of Chapter 551, Texas Government Code—Consultation with attorney regarding the Fire and EMS Services Agreement with Maverick County and allow City Manager to negotiate and execute the agreement, any other matter incident thereto and possible action in open session regarding same.

## **ADJOURNMENT**

Entrance and parking spaces for disabled persons are available in front of City Hall.

## **CERTIFICATION**

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Eagle Pass is true and correct copy of said notice and was posted on the bulletin board located in the lobby at City Hall in a convenient place to the public, 100 South Monroe Street, Eagle Pass, Texas, and said notice was posted the 8th day of August at 5:00 p.m., more than seventy-two (72) hours prior to the meeting on 12th of August 2025.

Erika Rodriguez  
City Secretary

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 6, BY AMENDING ARTICLE I, SECTION 6-3 OF THE CODE OF ORDINANCES BY CHANGING THE NAME, FROM ANIMAL GRIEVANCE BOARD TO ANIMAL WELFARE BOARD AND ADDING DUTIES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass Code of Ordinances currently has an Animal Grievance Board that is inactive;

WHEREAS, the City of Eagle Pass is home to a growing population of companion animals, many of whom face challenges such as abandonment, neglect, overpopulation, and limited access to veterinary care;

WHEREAS, While the City currently provides animal control services, there is a need for a dedicated advisory board to focus on policy guidance, community engagement, and advocacy for improved animal welfare; and

WHEREAS, The ordinance removes the Animal Grievance Board and creates the Animal Welfare Board, creating a board that will work closely with City departments, animal shelters, and community stakeholders to promote humane treatment, responsible pet ownership, and effective animal control policies.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS THAT:

**Section 1.** Sec. 6-3. Animal [~~grievance~~] Welfare [~~b~~]Board: creation, authority and purpose.

- (a) An animal [~~grievance~~] welfare board, consisting of [~~five (5)~~] eight (8) voting members is hereby created as follows:
- (1) Members shall be residents of Maverick County.
  - (2) Members shall be appointed by the city council, with each council member entitled to one (1) appointment [~~with preference that one (1) member be a licensed veterinarian.~~], in addition, there will be three (3) at large members who will consists of one (1) licensed veterinarian or a licensed veterinarian technician, one (1) representative from a local animal rescue or shelter, and one (1) law enforcement officer or animal control official.
  - (3) Members shall serve without compensation.

- (4) Members' terms shall be governed by the city's general term limit ordinance. **[ If a replacement has not qualified upon the expiration of a board member's term, then said member shall continue to serve until the member's successor is appointed and qualified. ]** A members' vacancy shall be filled within sixty (60) calendar days.

**Commented [GU1]:** Term. Voting members shall each serve for a term of two (2) years and shall be governed by the city's general term limit ordinance. A voting member vacancy shall be filled within sixty (60) calendar days for the duration of the term.

- (5) The members shall annually elect from its membership a chairperson, vice-chairperson[, and secretary] whose respective duties will be as follows:

(A) *Chairperson.* The chairperson shall preside over meetings and shall be entitled to vote upon each issue. In the event a question over procedure arises, Robert's Rules of Order shall prevail.

(B) *Vice-chairperson.* The vice-chairperson shall assist the chairperson in directing the affairs of the advisory board. In the absence of the chairperson, the vice-chairperson shall assume all duties of the chairperson.

- (6) The ~~[director]~~ *chief* of the ~~[public works]~~ *police department*, or his/her designee, shall be an ex-officio member of the board, with the responsibility to participate in discussions but without the right to vote and shall designate appropriate staffing to cover meetings of the board.

- (7) A quorum for meetings shall consist of ~~[three (3)]~~ *five (5)* members. The term of each board member shall be two (2) years; except that initial appointments shall serve staggered terms so that the term of two (2) members expires after one (1) year. ~~[The board must be composed of at least one (1) licensed veterinarian.]~~ *Members shall convene quarterly, or more frequently as circumstances may require.*

- (8) *The purpose of the City of Eagle Pass Animal Welfare Board is to promote the humane and ethical treatment of animals through education, policy guidance, public outreach, and support of local animal services. The Board will work on improving animal welfare standards, reduce pet overpopulation, encourage adoption and responsible ownership, and ensure public participation in protecting animal well-being.*

- (b) The animal ~~[grievance]~~ *welfare* board shall have the following powers and perform the following duties:

- (1) The board shall act solely in an advisory capacity to the city staff and the council in all matters pertaining to animal control; shall acquaint itself with and make a continuous study and review of the complete animal facility of the city; and shall confer with the staff and city council from time to time as to the present and future maintenance, operation, planning, acquisition, development, enlargement, and use policies of the city's animal control facility.

- (2) It shall provide written recommendations to the ~~[department of public works]~~ *police department or assigned department*, and the council, on the development of long-range capital improvement programs, and, when in its opinion the need exists for additional facilities, grounds, or premises. It may also recommend the acquisition of additional, staff, equipment and supplies.

- (3) It shall develop for the council's review rules, regulations, and policies governing the use of animal control *and animal welfare*. To this end, board members shall have access, for observation purposes only, to all areas of the animal facility.

- (4) It may develop programs, materials and/or work with appropriate city staff to develop partnerships or secure funding for community-wide programs and initiatives aimed at educating the public on responsible pet ownership and providing health services to pets, including vaccination, ~~[and]~~ spaying and neutering services, microchipping, and pet licensing.
  - (5) It shall make any other recommendations to the council regarding animal ~~[control]~~ welfare matters that it considers advisable, including from time to time recommending amendments or changes to this chapter to the council.
  - (6) The board, through its chairperson, shall make both an oral and written report to the council, when requested, concerning its present activities and proposals for the future.
  - (7) The board shall have no authority over the direction, supervision, employment, or termination of employees of the animal control division. No supervisory power of the board is created or should be implied.
  - (8) All powers and duties prescribed and delegated herein are delegated to the board as a unit and all action hereunder shall be of the board acting as a whole. No action of an individual member is authorized except through the board.
  - (9) The board may accept and review citizen complaints or concerns related to animal care and control within the community, and recommend corrective measures or policy changes when necessary.
- (c) The animal ~~[grievance]~~ welfare board will review chapter 6, Animals, as necessary at least once a year and provide written recommendations to the city council for possible revisions to the chapter, if necessary.

**Section 2.** This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** This Ordinance shall become effective immediately upon passage.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR  
ON THIS \_\_\_ DAY OF \_\_\_\_\_ 2025.**

\_\_\_\_\_  
**AARON E. VALDEZ**  
**MAYOR**

**ATTESTED:**

\_\_\_\_\_  
**ERIKA RODRIGUEZ**  
**CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**ANA SOPHIA GARCIA**  
**CITY ATTORNEY**

**ORDINANCE NO. 2025-**

**AN ORDINANCE AMENDING CHAPTER 2 -  
ADMINISTRATION, ARTICLE II, SECTION 2-30 (Q)  
(WELLNESS LEAVE) OF THE CODE OF  
ORDINANCES OF THE CITY OF EAGLE PASS TO  
ADD A DAY TO WELLNESS LEAVE BENEFIT;  
FINDING THAT THE MEETING AT WHICH THIS  
ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS  
REQUIRED BY LAW; PROVIDING A SEVERABILITY  
CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS,** Section 2-30 of the Code of Ordinances addresses benefits and leave;

**WHEREAS,** The City of Eagle Pass City Council approved wellness leave in the amount of two days per year on October 18, 2022.

**WHEREAS,** In an effort to promote mental, physical, and/or emotional wellness, the City of Eagle Pass City Council wish to extend the applicable annual wellness days each employee receives from two to three days.

**WHEREAS,** In an effort to make wellness leave more equitable, the City of Eagle Pass City Council wishes to amend wellness leave from workdays to shifts for police officers and firefighters.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS, as follows:**

**SECTION 1.** Chapter 2-Administration, Article II, Section 2-30 (q) of the Code of Ordinances of the City of Eagle Pass is hereby amended to add the following:

**Sec. 2-30 Benefits and Leave**

**(q) Wellness Leave**

Wellness leave is time off from work for physical, mental and/or emotional wellness. Employees are encouraged to use this leave to focus on relieving stress, relaxing, and preventing burnout. A wellness day is not related to leave taken due to a serious medical condition, including mental health disorders, or occupational injury. All regular, full-time employees shall be entitled to ~~two (2)~~ three (3) days, three (3) shifts for police officers and firefighters, of paid wellness leave on an annual basis upon completion of each year of service, beginning on the one-year anniversary date of an employee's first day of employment.

Use of Wellness Leave

- 1) Wellness leave shall be paid at the employee's regular rate of pay and shall not count towards calculation of overtime.
- 2) Wellness leave shall not carry over from year to year. Any days earned that are not taken in the following year of service shall be lost.
- 3) An employee must notify and obtain the approval of his/her immediate supervisor or department head prior to taking wellness leave.
- 4) Wellness leave shall not be taken consecutively with other forms of paid or unpaid leave, including another wellness leave day or holidays.
- 5) Wellness leave shall be charged in whole-day increments equivalent to an employee's standard workday (*shift for police officers and firefighters*) for similar leave benefits.
- 6) Wellness leave cannot be applied to any period of FMLA leave or leave due to occupational injury.
- 7) Wellness leave hours are not payable upon separation of employment.

**SECTION 2.**

Severability. If any phrase, clause, sentence, paragraph or section of this Ordinance is declared unconstitutional or unlawful by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the phrases, clauses, sentences, paragraphs, and sections would have been enacted by the city council without the incorporation in this Ordinance of any such unconstitutional or unlawful phrase, clause, sentence, paragraph, or section.

**SECTION 3.**

This Ordinance becomes effective immediately after being passed and approved on third and final reading.

**READ, PASSED, AND APPROVED ON FIRST READING on this \_\_\_\_<sup>th</sup> Day of August A.D., 2025.**

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

\_\_\_\_\_  
Aaron Valdez  
Mayor

\_\_\_\_\_  
Erika Rodriguez  
City Secretary

**READ, PASSED, AND APPROVED ON SECOND READING, this \_\_\_\_<sup>th</sup> Day of September, A.D., 2025.**

AYES:  
NAYS:  
ABSTAINED:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Aaron Valdez  
Mayor

\_\_\_\_\_  
Erika Rodriguez  
City Secretary

**READ, PASSED, AND APPROVED ON THIRD AND FINAL READING this \_\_\_\_<sup>th</sup> Day of September., 2025.**

AYES:  
NAYS:  
ABSTAINED:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Aaron Valdez  
Mayor

\_\_\_\_\_  
Erika Rodriguez  
City Secretary

**APPROVED AS TO LEGALITY:**

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Ana Sophia Garcia  
City Attorney

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF EAGLE PASS, TEXAS, AMENDING CHAPTER 2, BY ADDING ARTICLE VI, DIVISION 2, SUBDIVISION H, SECTION 2-250.52(D) OF THE CODE OF ORDINANCES BY ALLOWING RESIDENTS OF MAVERICK COUNTY WHO OWN PROPERTY WITHIN THE CITY TO SERVE ON THE COMMISSION; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Pass Ethics Commission was not active, and City of Eagle Pass City Council wished to activate the Ethics Commission;

WHEREAS, City Council appointed new members on May 6, 2025, and June 25, 2025; and

WHEREAS, the City of Eagle Pass City Council would like to broaden the scope of allowed members by allowing residents of Maverick County who own property within the city limits to serve as members.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS THAT:

**Section 1.** The City of Eagle Pass Code of Ordinances, Chapter 2, Article VI, Section 2-250.52(d), is hereby amended as follows:

**Sec. 2-250.52. Structure of the ethics review commission.**

- (d) *Qualifications.* Members of the commission shall have good moral character and shall be residents of the city, or residents of Maverick County who own property within the City. No member of the commission shall be:
- (1) A salaried city official or employee;
  - (2) An elected public official;
  - (3) A candidate for elected city, county, and/or state public office;
  - (4) An officer of a political party; or
  - (5) A lobbyist required to register under subdivision E of this ethics code.

**Section 2.** This ordinance shall be cumulative of all provisions of ordinances of the City of Eagle Pass, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 3.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** This Ordinance shall become effective immediately upon approval.

**PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR  
ON THIS\_\_DAY OF\_\_\_\_\_2025.**

\_\_\_\_\_  
**AARON E. VALDEZ  
MAYOR**

**ATTESTED:**

\_\_\_\_\_  
**ERIKA RODRIGUEZ  
CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**ANA SOPHIA GARCIA  
CITY ATTORNEY**



**RESOLUTION NO. 2025-R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS SUPPORTING THE EXPANSION OF US 57 TO A 4 - LANE DIVIDED HIGHWAY TO INCLUDE THE PLANNING, DESIGN, CONSTRUCTION, OPERATIONS, AND MAINTENANCE OF A 4-LANE DIVIDED HIGHWAY INCLUDING PROVISIONS FOR THE EXPANSION OF THE BORDER PATROL STATION 11 MILES EAST OF EAGLE PASS.**

**WHEREAS,** US 57, is experiencing an increase in traffic volumes including Commercial Motor Vehicles leading to ever increasing safety concerns; and

**WHEREAS,** Commercial Motor Vehicles represent over 20% of traffic along US 57 which is higher than the average on similar highways; however, over the 2017 – 2022 period, fatal crashes involving CMVs accounted for nearly one third of all fatalities; and

**WHEREAS,** US 57 is on the Texas Highway Freight Network and National Highway Freight Network and has been designated by TxDOT as a high priority corridor; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE PASS, TEXAS:**

**SECTION 1.** That the City of Eagle Pass supports the expansion of US 57 to a 4 - lane divided highway to include the planning, design, construction, operations, and maintenance of a 4-lane divided highway including provisions for the expansion of the Border Patrol station 11 miles East of Eagle Pass.

**READ, PASSED, AND APPROVED this 12<sup>th</sup>, day of August , A.D., 2025.**

ATTEST:

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Aaron Valdez  
Mayor

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Erika Rodriguez  
City Secretary

## Objective: Improve Public Safety Staffing and Retention

| Action Step Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Department                    | Effective by | Resources Required (Staff, technology, etc)                                                            | Desired Outcome                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Bring all city positions to under 30% of the market value; evaluation completed; <i>Finance Dept. to include with the new budget on 8/19/25</i>                                                                                                                                                                                                                                                                                                                                                  | Human Resources               | 10/1/2025    | Staff time                                                                                             | Pay equity; salary competitiveness; improve recruitment and retention                                          |
| Meet with Police and Fire Department to identify assignment needs and discuss with Finance Dept.<br><i>Present first ordinance along with budget</i>                                                                                                                                                                                                                                                                                                                                             | Human Resources, Police, Fire | 10/1/2025    | Staff time                                                                                             | Professional development; improve recruitment and retention; improve service-level to community                |
| Increase the current maximum limit from longevity pay from 25 years of service to no time limit;<br><i>Present first ordinance by September</i>                                                                                                                                                                                                                                                                                                                                                  | Human Resources               | 10/1/2025    | Staff time                                                                                             | Improve employee benefits; improve recruitment and retention                                                   |
| Increase longevity pay from \$4 to \$6/month;<br><i>Present first ordinance by September</i>                                                                                                                                                                                                                                                                                                                                                                                                     | Human Resources               | 10/1/2025    | Staff time                                                                                             | Improve employee benefits; improve recruitment and retention                                                   |
| Remove maximum pay step/level;<br><i>Finance Dept. to include with the new budget on 8/19/25</i>                                                                                                                                                                                                                                                                                                                                                                                                 | Human Resources               | 10/1/2025    | Staff time                                                                                             | Improve employee benefits; improve recruitment and retention                                                   |
| Increase all dental benefits from 90% to 100% coverage;<br><i>Add to insurance renewal by September</i>                                                                                                                                                                                                                                                                                                                                                                                          | Human Resources               | 10/1/2025    | Staff time                                                                                             | Improve employee health and benefits; improve recruitment and retention                                        |
| Wellness leave for firefighters to increase from day (12 hrs.) to shift (24 hrs.) count;<br><i>Present first ordinance on 8/5/25</i>                                                                                                                                                                                                                                                                                                                                                             | Human Resources               | 10/1/2025    | Staff time                                                                                             | Improve benefits and work-life balance; improve recruitment and retention                                      |
| Wellness leave for police officers to increase to shift count from 8 to 12 hrs.;<br><i>Present first ordinance on 8/5/25</i>                                                                                                                                                                                                                                                                                                                                                                     | Human Resources               | 10/1/2025    | Staff time                                                                                             | Improve benefits and work-life balance; improve recruitment and retention                                      |
| Increase wellness leave from 2 days to 3 days per year for all employees;<br><i>Present first ordinance on 8/5/25</i>                                                                                                                                                                                                                                                                                                                                                                            | Human Resources               | 10/1/2025    | Staff time                                                                                             | Improve benefits and work-life balance; improve recruitment and retention                                      |
| Increase pay out of reserve sick leave from half rate to full rate;<br><i>Present first ordinance by September</i>                                                                                                                                                                                                                                                                                                                                                                               | Human Resources               | 10/1/2025    | Staff time                                                                                             | Improve employee benefits; improve recruitment and retention                                                   |
| Add civil service (police and fire) employees to the reserve sick leave pay out;<br><i>Present first ordinance by September</i>                                                                                                                                                                                                                                                                                                                                                                  | Human Resources               | 10/1/2025    | Staff time                                                                                             | Improve employee benefits; improve recruitment and retention                                                   |
| Add bereavement leave benefit of up to 3 days;<br><i>Present first ordinance by September</i>                                                                                                                                                                                                                                                                                                                                                                                                    | Human Resources               | 10/1/2025    | Staff time                                                                                             | Improve benefits and work-life balance; improve recruitment and retention                                      |
| Amend payment of vacation and sick leave hours for use of financial hardships and emergency circumstances;<br><i>Present first ordinance by September</i>                                                                                                                                                                                                                                                                                                                                        | Human Resources               | 10/1/2025    | Staff time                                                                                             | Improve benefits and work-life balance; improve recruitment and retention                                      |
| Add car allowance for eligible staff;<br><i>Draft policy by September</i>                                                                                                                                                                                                                                                                                                                                                                                                                        | Human Resources               | 10/1/2025    | Staff time                                                                                             | Improve employee benefits; improve recruitment and retention                                                   |
| Add certification pay options across departments; Meet with department heads and discuss with Finance Dept.<br><i>Meetings in August</i>                                                                                                                                                                                                                                                                                                                                                         | Human Resources               | 11/4/2025    | Staff time                                                                                             | Professional development; improve recruitment and retention; improve service-level to community                |
| Partnership with health insurance for wellness incentives and resources; Meetings held on 6/25/25 and 7/16/25.<br>Add and promote programs: Employee Discount Program - employees save money on major purchases and everyday essentials; Maternity Program offering educational and health support; Aetna - Health Your Way - personalized platform for health goals and rewards.<br><i>Hands-on training on how to use the portal during the Employee Health &amp; Wellness Fair on 8/28/25</i> | Human Resources               | 10/1/2025    | Staff time; E-mails, meetings, one-on-one with health ins. representative (for outreach and education) | Strengthen employee wellness goals and overall health; Encourage engagement; improve recruitment and retention |

**SOUTHWEST TEXAS COLLEGE  
EMS PROGRAM  
FIELD INTERNSHIP AGREEMENT**

This agreement is made and entered by and between City of Eagle Pass Fire Department, hereinafter called "**EPFD**" and SOUTHWEST TEXAS COLLEGE, Eagle Pass, Texas, hereinafter called "**SWTX**"

WHEREAS, EPFD operates a licensed EMS Services in Eagle Pass, Texas and

WHEREAS, SWTX operates an accredited EMS Program and

WHEREAS, the objective of this agreement is to utilize an established EMS Provider in order to provide "hands-on" psychomotor skills usage under direct supervision in a field setting. The goal is to improve knowledge and skills retention and proficiency

WHEREAS, it is deemed advised and to the best interest of the parties to establish an affiliation for the purpose of carrying out these objectives.

NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

**ARTICLE I  
ORIGINAL TERM, RENEWAL, AND TERMINATION**

This agreement shall be ongoing from the effective date signed at the end of this document. This agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties; or by either party, without cause, upon thirty (30) days written notice to the other party; provided however, no such termination shall be effective upon any Program Participant enrolled in the Program until the expiration of the then current Program.

However, students assigned at the EPFD facilities when termination notice is given shall be permitted to complete their current semester at SWTX.

**ARTICLE II  
RESPONSIBILITIES OF THE PARTIES**

**EPFD will:**

1. Permit SWTX EMS students to complete required field internship experiences under qualified supervision.
2. Ensure that students are precepted by appropriately credentialed personnel (EMT, AEMT, or Paramedic) as per DSHS/CoAEMSP requirements.

3. Allow students to perform skills consistent with their level of certification and demonstrated competency:
  - a. EMT-Basic: Vital signs, assessments, CPR, airway adjuncts, bleeding control, AED, medication administration per DSHS scope.
  - b. AEMT: EMT scope plus IV/IO insertion, advanced airway placement, medication administration as per AEMT scope.
  - c. Paramedic: AEMT scope plus cardiac interventions (defibrillation, pacing), ECG interpretation, megacode scenarios, advanced pharmacology and optional invasive procedures (e.g., cricothyrotomy, decompression) if approved by EPFD and program.
4. Maintain a safe and ethical environment for students.
5. Report any concerns about student conduct or safety to SWTX Clinical coordinator immediately.
6. Preceptors must be trained/evaluated and align with CoAEMSP preceptor orientation and the SWTX EMS Program guidelines.

**SWTX will:**

Provide EPFD with:

1. Proof of each student's liability insurance.
2. Documentation of current immunizations, background check, and drug screening.

Ensure all students:

3. Have completed didactic and lab requirements before beginning an internship.
4. Wear appropriate uniforms and visible student ID badges.
5. Comply with all EPFD rules, policies, and HIPAA/FERPA guidelines.
6. Designate a faculty clinical coordinator responsible for student placement, communication, and evaluation.
7. Maintain and share documentation necessary for CoAEMSP tracking (i.e., patient contacts, team leads, skills, etc.).
8. Remove any student upon EPFD request for misconduct, unprofessionalism, or safety concerns.
9. Provide orientation to students, preceptor training and ensure student tracking tools are used as per the SWTX EMS program requirements.

### ARTICLE III SEVERABILITY

If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provision is not material to the overall purpose and operations of this agreement. The remaining provisions of this agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

### ARTICLE IV AMENDMENT

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

### ARTICLE V VENUE

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.

### ARTICLE VI ASSIGNMENT

Neither party shall have the right to assign or transfer their rights to any third parties under the agreement without the prior written consent of the other party.

### ARTICLE VII INDEPENDENT CONTRACTOR STATUS

Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

### ARTICLE VIII NON-DISCRIMINATION STATEMENT

All parties involved with this contract will comply with the following statement:  
"Provide equal opportunities without regard to race, color, religion, national origin, sex, age, disability, or veteran status."

ARTICLE IX  
LIABILITY STATEMENT

During the period covered by this agreement, participating students will agree to indemnify and hold harmless the EPFD from any and all liability for personal injury, including injury resulting in death or damage to property or both, resulting directly or indirectly from the use of the EPFD. This provision shall survive the termination of this Agreement for any alleged acts occurring prior to termination.

ARTICLE X  
REFUSE STATEMENT

Both parties agree that EPFD may refuse its facilities or services to any student whose conduct or clinical performance EPFD determines, in its sole discretion, is disruptive to the EPFD operations or not in the best interests of patient care.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this contract.

\_\_\_\_\_  
Manuel Mello III  
Fire Chief  
Eagle Pass Fire Department

\_\_\_\_\_  
Hector Gonzales, PhD.  
President  
Southwest Texas College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Eagle Pass Independent School District Career and Technical Education

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## MEMORANDUM

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**DATE:** July 14, 2025

**TO:** Homero Balderas, City Manager

**FROM:** Jose Villalobos, CTE Director *JV*

**RE:** Consultant Contract / EMT Fire Department

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Enclosed are two (2) original copies of the 2025 – 2026 school year consultant contract to provide EPISD students enrolled in the Emergency Medical Technician program training and instruction to obtain a certification.

Please sign both original contracts, each page is highlighted for your signature. Your consideration and approval will be greatly appreciated.

Thank you.

# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

587 MADISON ST. • EAGLE PASS, TEXAS 78852 • 830/773-5181

## CONSULTANT CONTRACT

This contract is entered into by and between CITY OF EAGLE PASS/FIRE DEPARTMENT / 100 S. MONROE /EAGLE PASS,

(Name and Address)

hereinafter referred to as "Contractor" and the Eagle Pass Independent School District, a Texas political subdivision, hereinafter referred to as "District" on this the 24th day of JUNE, 2025.

1. The purpose of this Agreement is to set out the responsibilities of the parties hereto regarding the professional services to be rendered by contractor to District. District agrees to engage Contractor, and Contractor agrees to perform and/or provide the following services:  
WILL PROVIDE EAGLE PASS HIGH SCHOOL AND CC WINN HIGH SCHOOL STUDENTS ENROLLED  
IN THE EMT PROGRAM, SKILLS TRAINING, HOSPITAL HOURS, AMBULANCE RUNS AND CPR  
TRAINING FOR THEM TO OBTAIN AN EMT CERTIFICATION (INDUSTRY-BASED CERTIFICATION)
2. Contractor will perform the services set forth herein in a timely and professional manner and to the District's satisfaction.
3. In exchange for the Contractor's services, District will pay Contractor a fee of \$ 14,725 **per hour/per day/flat fee** [circle one]. The total fee is not to exceed \$ 14,725. Any reimbursement for travel, meals, and lodging or other expenses will be in accordance with District policies and must be accompanied by appropriate receipts. Contractors will not be paid in advance of performing or providing the services. Invoices must be addressed to the Accounts Payable Dept. at the above address. Notwithstanding payment by the District pursuant to an approved invoice, the District reserves the right to audit said Agreement and the services rendered hereunder and to adjust said sum if incorrect or improper. Contractor agrees to refund to District any sums improperly or incorrectly paid Contractor upon notice of same by District. Payment on a properly submitted invoice will be made in accordance with the District disbursement payment schedule.
4. The contract will be effective on the 11th day of AUGUST, 2025, and will expire on the 21st day of MAY, 2026, unless sooner terminated as provided herein.
5. This contract may be terminated by the District without cause at any time and Contractor agrees to conclude services upon notification by District that Agreement has been terminated. Either District or Contractor may terminate this contract for convenience after giving the other party thirty (30) days advance written notice. Either District or Contractor may terminate this contract effective immediately for breach of any provision herein provided the non-breaching party gives the breaching party written notice of the breach and thirty (30) days to cure such breach. District may terminate this contract effective at the end of its fiscal year if funds are not appropriated for this contract for the ensuing fiscal year. If this contract is terminated for convenience, District will pay Contractor a prorated share of fees Contractor has earned up to the effective date of termination.
6. Contractor is not an employee of the District and is not entitled to fringe benefits. Furthermore, District will not deduct federal income taxes, FICA or any other funds required to be deducted by an employer as this is the responsibility of the Contractor. Contractor is an independent contractor, and District and Contractor have not entered into a joint venture or partnership in providing the services herein.

# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

587 MADISON ST. • EAGLE PASS, TEXAS 78852 • 830/773-5181

7. It is the intention of the parties that the Contractor be an independent Contractor and not an employee of the District under this Agreement and in order to protect the District, Contractor agrees, as consideration herein, to indemnify and hold the District, and its employees, officers and agents, harmless from any and all claims, demands, damages, causes of action, and costs of whatever kind of nature asserted by third parties and occurring or in any way incident to, arising out of, or in connection with any acts of the Contractor its agents, employees, and subcontractors, in the performance of this Agreement, unless such claim, damage injury of losses is the result of the sole negligence of the District.
8. In entering into this contract, Contractor agrees to abide by all District policies and regulations. Including, but not limited to, the Contractor agrees to provide the District with sign-in sheets, and evaluation of the service, along with copies of the materials and information used in connection with said service by Contractor, except those provided by District. Accordingly, Contractor agrees to provide such other information and execute other documents as may be required by District policies or regulations. In the conduct of this Agreement, Contractor shall be subject to the Texas State Board of Education rules and all regulations pertaining to this Agreement and the subject matter and to the laws of the State of Texas governing this Agreement, as well as to the Board policies of the District.
9. **Certification of Criminal History Record Information** - In accordance with state law and as set forth in the Attachment referenced herein, all required criminal history background checks will be performed prior to the performance of this agreement. Failure to properly complete the certifications or completion of the certification in a manner that is later deemed incomplete or inaccurate that results in the District being in jeopardy of violation of Texas Education Code § 22.085(c) will be good cause for early termination of this agreement at District discretion.
10. The District, the Texas Education Agency, the Comptroller General or any of their duly authorized representatives shall have access to any books, documents, or records of the Contractor which are directly related to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. Additionally, the Contractor shall maintain all required records for five (5) years after the District has made final payments and all other pending matters are closed.
11. Contractor may not subcontract or assign this contract or any of its rights hereunder to another person or entity.
12. All notices hereunder by either party to the other will be delivered personally or by certified mail, return receipt requested, and will be duly given when delivered personally or three business days after postmarked. If to District, notice will be sent to the Superintendent of Schools at 1420 Eidson Rd., Eagle Pass, Texas 78852. If to Contractor, notice will be sent to the signatory and at the address set forth herein.
13. This contract and the following attachments contain the entire agreement between District and Contractor for the services set forth herein and supersedes all prior or contemporaneous agreements, whether oral or written. This contract and its attachments cannot be modified without the advance written consent of each party.

Attachments: **EMT PROPOSAL**

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# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

587 MADISON ST. • EAGLE PASS, TEXAS 78852 • 830/773-5181

14. In accordance with district policy, there shall be no interruption of instruction during the school day. This contract is not valid unless approved by the EPISD Board of Trustees and/or the Superintendent.
15. This contract will be governed by the laws of the State of Texas and is performable in Maverick County, Texas.

IN WITNESS WHEREOF AND EXECUTED, the parties hereto have caused this contract to be executed as of the date and year first above written.

CONTRACTOR:

City of Eagle Pass/Fire Dept.

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

TITLE: City Manager

DISTRICT:

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT**

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

DIRECTOR/COORDINATOR/PRINCIPAL

DATE

6-25-25

ASST. SUPERINTENDENT/EXECUTIVE DIRECTOR

DATE

6/25/25

SUPERINTENDENT

DATE

2025 7/08/25

APPROVED BY  
EPISD BOARD OF TRUSTEES

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2 \_\_\_\_\_

PLEASE ENCLOSE COPY OF BOARD AGENDA ITEM

# **PROPOSAL TO CONDUCT AN EMT COURSE FOR EAGLE PASS ISD**

Submitted by: Luis Gonzalez, LP, Course Coordinator

Date: June 23, 2025

Proposed Course Dates: August 11, 2025, to May 22, 2026

The following personnel are certified instructors that will be used during the course.

|                              |                             |
|------------------------------|-----------------------------|
| Luis Gonzalez, LP            | EMS Coordinator/ Instructor |
| <b>Jose Garza, Paramedic</b> | <b>Lead EMS Instructor</b>  |
| Sean Perales, Paramedic      | Fire and EMS Instructor     |
| Michael Morales, Paramedic   | Fire and EMS Instructor     |

|                                                |     |   |         |          |                    |
|------------------------------------------------|-----|---|---------|----------|--------------------|
| Skills testing and clinical hours (practical): | 60  | @ | \$30.00 | Per Hour | \$1,800.00         |
| Instructor hours (lecture):                    | 250 | @ | \$30.00 | Per Hour | \$7,500.00         |
| Hospital Lab Hours                             | 80  | @ | \$30.00 | Per Hour | \$2,400.00         |
| CPR Certification                              | 15  | @ | \$95.00 | each     | \$1,425.00         |
| Coordinator Fees:                              |     |   |         |          | \$1,000.00         |
| Medical Director Fees:                         |     |   |         |          | \$600.00           |
|                                                |     |   |         |          |                    |
| Total Cost:                                    |     |   |         |          | <b>\$14,725.00</b> |

**\*\*\*\*Maximum of 15 Students per Semester.**

**\*\*\*\*\*Hours available for Instruction 08:30 to 11:30 am**

## **Additional expenses will include**

Consumables and Supplies Approximately \$1,500.00

Text Books and Navigate Web Access TBA

Sterlings Credentials EMT Lab/ePCR Tracker \$85 per student

**NREMT Test Prep, Study Guide \$110.00 per student**

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# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

587 MADISON ST. • EAGLE PASS, TEXAS 78852 • 830/773-5181

## NON-COLLUSION STATEMENT

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms, or conditions of said bid/proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

**COMPANY**

City of Eagle Pass / Fire Dept

**ADDRESS**

100 S. Monroe St.

Eagle Pass, TX 78852

**PHONE AND FAX**

P-830-773-1111 / F-830-773-9170

**CONTRACTOR (SIGNATURE)**

**CONTRACTOR (PRINT NAME)**

Homero Balderas

**POSITION WITH COMPANY**

City Manager

**SIGNATURE OF COMPANY**

**OFFICIAL AUTHORIZING**

**THIS CONTRACT**

**COMPANY OFFICIAL  
(PRINT NAME)**

Homero Balderas

**OFFICIAL POSITION**

City Manager

# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

587 MADISON ST. • EAGLE PASS, TEXAS 78852 • 830/773-5181

## FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduit resulting in the conviction of a felony."

**Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."**

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME: City of Eagle Pass / Fire Department

(PRINT OR TYPE)

AUTHORIZED COMPANY OFFICIAL'S NAME: Homero Balderas

(PRINT OR TYPE)

**\*\*SIGN ONLY A, B, OR C\*\***

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICIAL

B. My firm is not owned nor operated by anyone who has been convicted of a felony

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICIAL

Sign  
A, B or C

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Details of Conviction: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICIAL

# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

587 MADISON ST. • EAGLE PASS, TEXAS 78852 • 830/773-5181

## DEBARMENT AND SUSPENSION CERTIFICATE CERTIFYING STATEMENT

In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 the contractee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

The Eagle Pass Independent School District hereby agrees to abide by the aforementioned terms and conditions.

**COMPANY NAME** City of Eagle Pass / Fire Department

**ADDRESS** 100 S. Monroe St.

Eagle Pass, TX. 78852

**TELEPHONE NUMBER** 830-773-1111

**FAX NUMBER** 830-773-9170

**COMPANY OFFICIAL**

**(SIGNATURE)**

**COMPANY OFFICIAL**

**(PRINT NAME)**

Homero Balderas

**POSITION WITH COMPANY**

City Manager

# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

587 MADISON ST. • EAGLE PASS, TEXAS 78852 • 830/773-5181

## **CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)**

**FOR VENDOR OR OTHER PERSON DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. **See Section 176.006, Local Government Code.** A person commits an offense if the person violates **Section 176.006, Local Government Code.** An offense under this section is a Class C misdemeanor.

**1. Name of person doing business with local governmental entity.**

**2. ☐ Check this box if you are filing an update to a previously filed questionnaire.**

*(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)*

**3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

**4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

**5. Name of local government officer with whom filer has affiliation or business relationship.**

*(Complete this section only if the answer to A, B, or C is YES.)*

*This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.*

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

YES

☒

NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

YES

☒

NO

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of ten percent (10%) or more?

☐

YES

☒

NO

D. Describe each affiliation or business relationship.

**6. Describe any other affiliation or business relationship that might cause a conflict of interest.**

7.

**SIGNATURE OF PERSON DOING BUSINESS WITH THE GOVERNMENTAL ENTITY**

**DATE**

# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

587 MADISON ST. • EAGLE PASS, TEXAS 78852 • 830/773-5181

## CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION

Each Texas public school district must receive certification from any entity with which it contracts to provide services regarding the fact that the entity has obtained the following for all employees who have or will have "continuing duties related to contracted services;" and have "direct contact with students" before employing or immediately after employing or securing the services of the individual:

- (1) A name-based criminal history background check on all employees hired before January 1, 2008;
- (2) A national criminal history record information review on all employees hired on or after January 1, 2008, which may include fingerprints and photographs.

"Continuing duties related to contracted services" – work duties that are performed pursuant to a contract to provide services to a school district on a regular, repeated basis rather than infrequently or one time only.

"Direct contact with students" – The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide the opportunity for unsupervised interaction with an individual student, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides the opportunity for unsupervised contact with students such as, without limitation, the provision of individualized coaching, tutoring, or other services.  
19 TAC § 153.1101

The required criminal history record information can be obtained from either of the following:

- A law enforcement or criminal justice agency
- A private entity that is a consumer reporting agency governed by the
- Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.)

The school district may not allow any employee of the entity or an individual to serve at the district if information obtained through this review verifies that the employee has been convicted of one of the following and at the time of the offense the victim was under 18 years of age or was enrolled in a public school:

- (1) A Title 5 felony offense;
- (2) An offense requiring the individual to register as a sex offender; or
- (3) An offense under the laws of another state or federal law that is equivalent to a Title 5 felony in the state of Texas or that would require registration in the Texas sex offender databank.

Name of Contracting Entity or Individual: City of Eagle Pass / Fire Department

Type of service to be performed on school campus: The City of EP Fire Department

will provide training to the students enrolled in the EMT course the opportunity to obtain an Emergency

Medical Technician certification (Industry-Based Certification)

# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

587 MADISON ST. • EAGLE PASS, TEXAS 78852 • 830/773-5181

On behalf of the above-named contracting entity or individual, I hereby certify the following **(Check One)**:

☐ No employees, including myself, have continuing duties related to the contracted services and/or will have direct contact with students; therefore, I/we do not have any covered employees and no criminal background check is required.

☒ All employees, including myself, who have continuing duties related to the service(s) to be performed at the District and who also have direct contact with students have undergone the required criminal history background check (employed before January 1, 2008) or national criminal history record information review, which may include fingerprints and photographs (employed on or after January 1, 2008) and that no prohibited contact as described herein was revealed.

I have attached a list of employees, including myself, who have or will have continuing duties related to the contract and who will have direct contact with students. None of these individuals has a reported criminal history that would render the employee ineligible for service at a Texas public school district. Upon request, I will make available for the District's inspection the criminal history record information of any covered employee. I will notify the District within three business days if I receive information that a covered employee has been convicted of a criminal offense that would render the individual ineligible for service at a Texas public school district under state law. I agree that if the district objects to the assignment of a covered employee to the district, on the basis of the covered employee's criminal history record information, I will discontinue such assignment, or my contract with the District may be terminated.

**SIGNATURE OF PERSON DOING BUSINESS WITH THE GOVERNMENTAL ENTITY**

**DATE**

**EAGLE PASS I.S.D. - NOTICE OF GRANT AWARD RECEIPT AFFIDAVIT**  
**(FOR CONTRACTS USING FEDERAL FUNDING)**

Vendor hereby acknowledges and accepts that any contracts or agreements using federal funds entered into by vendor and the Eagle Pass Independent School District (EPISD) shall be contingent on, and be executed after, receipt of Notice of Grant Award (NOGA). The contracting period for this contract or agreement shall be aligned to the grant period of availability as stated on the NOGA received by EPISD. Services shall be completed during the effective dates of the contract and invoiced to EPISD after the services are performed by vendor and verified by EPISD. If the NOGA is not received by EPISD to fund the contract or agreement, the contract or agreement between the vendor and EPISD shall become null and void.

City of Eagle Pass

\_\_\_\_\_  
Company Name

Homero Balderas

\_\_\_\_\_  
Printed name of authorized company representative

City Manager

\_\_\_\_\_  
Title of authorized company representative

\_\_\_\_\_  
Signature and date of authorized company representative

587 Madison Street, Eagle Pass, Texas 78852

(Included in All District Contracts for Goods and/or Services)

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any, (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement for purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business with Israel or an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

## VERIFICATION

I hereby verify on behalf of City of Eagle Pass that I am authorized to make this verification on the company's behalf and so verify that the company does not boycott Israel and that it will not boycott Israel during the term of its contract with the Eagle Pass Independent School District for goods and/or services.

Homero Balderas

Printed Name of Attestor

City Manager

Title of Attestor

Signature of Attestor

Date of Verification

1 "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

2 “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

## EAGLE PASS INDEPENDENT SCHOOL DISTRICT

In order to limit the liability to the Eagle Pass I.S.D. for any person(s) injured on district property, as applicable, vendor must provide proof of commercial liability insurance and Worker's Compensation insurance for all employees involved in the project.

Please select options below as applicable:

- ☐ I am a sole proprietor with no employees and are therefore exempt from the Worker's Compensation Insurance requirement as applicable by law.
- ☐ I/my company does not carry Worker's Compensation insurance as required by state law
- ☐ I/my company does not carry commercial liability insurance
- ☒ I/my company carries the required Worker's Compensation insurance and/or commercial liability insurance. Proof of insurance is attached.

City of Eagle Pass

Vendor Name

Homero Balderas

Representative's name

\_\_\_\_\_  
Representative's signature