

Interlocal Agreement Between
Burnet County, Texas, and the Marble Falls Independent School District

This Agreement is made on the ____ day of _____ 2026, by and between the County of Burnet a political subdivision of the State of Texas, hereinafter referred to as "Burnet County", and the "Marble Falls Independent School District", a public school district and political subdivision of the State of Texas, hereinafter referred to as "MFISD" or "District".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes entities of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the use of County manpower and equipment to widen the asphalt entry (approximately 20' x 100' to accommodate bus traffic) at Gate 2 of Ridge Harbor Subdivision.1601 CR 414, hereinafter referred to as "Project", and

WHEREAS, any services other than the Project must be the subject of a separate written interlocal agreement approved by the Commissioners Court and the MFISD Board of Trustees. No other services are authorized under this Agreement.

WHEREAS, Burnet County provides these services to the citizens of Burnet County, and has the capacity to service the needs of the School District related to this Project; and

WHEREAS, Burnet County, and the MFISD, have investigated and determined that it would be advantageous and beneficial to MFISD, Burnet County, and its inhabitants for Burnet County to provide the manpower and equipment for the application services to MFISD for this Project; and

WHEREAS, MFISD wishes to engage Burnet County to allow for use of County manpower and equipment to widen the entry driveway at Ridge Harbor, Gate 2, on behalf of MFISD, the parties desire to engage Burnet County to provide such services; and

WHEREAS, the governing bodies of MFISD, and Burnet County desire to foster goodwill and cooperation between the entities; and

WHEREAS, This Agreement is not effective unless and until approved by (a) the Burnet County Commissioners Court and (b) the MFISD Board of Trustees at duly posted meetings, and executed by authorized officers.

WHEREAS, MFISD and Burnet County, deem it to be in the best interest of both entities and the citizens of Burnet County and MFISD to enter into this Agreement for the public purpose to widen the entry driveway at Ridge Harbor Gate 2, and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, MFISD, and Burnet County agree as follows:

I. GENERAL

The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

II. Services to be Performed

County shall furnish labor and equipment to widen the asphalt entry at Ridge Harbor Gate 2 to approximately 20' x 100' to accommodate bus traffic (the "Project") in a good and workmanlike manner and in accordance with applicable laws and accepted road construction standards. County's charges to MFISD for the Project shall not exceed a firm, not-to-exceed amount of ONE THOUSAND FIVE HUNDRED AND 00/100 (\$1,500.00), inclusive of all County labor, equipment, mobilization, and overhead. Upon substantial completion, County shall notify MFISD and provide a brief work summary. MFISD shall have 10 business days to inspect the Project.

III. Duration of Agreement

This Agreement becomes effective on the last date of signature and expires upon the earlier of (a) MFISD's written acceptance of the completed Project, or (b) September 30, 2026. Either party may terminate for convenience upon 30 days' written notice; MFISD shall pay County for properly performed, accepted work through the termination date, not to exceed the not-to-exceed amount. Any additional projects, if desired, will be addressed in separate, project-specific interlocal agreements; no renewals apply to this Agreement.

IV. Compensation

As full consideration for the Project, MFISD shall pay a not-to-exceed amount of ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00) to Burnet County Precinct 4, for providing manpower and equipment on this project. All parties have agreed this is adequate compensation for the anticipated expenditures by the County for the manpower and equipment used by Burnet County in the widening of the entry driveway at Ridge Harbor Gate 2.

Asphalt Inc., a third-party private company, has agreed to donate the materials for the purposes of this Project. MFISD is to obtain permission to make the needed modifications to the driveway located on the Ridge Harbor Subdivision property.

The District, as a political subdivision of the State of Texas, acting pursuant to its lawful authority, including but not limited to Texas Constitution Article III Section 52 and Texas Constitution Article XI Section 3, hereby finds and determines that the expenditure of these funds serves a legitimate public education purpose and provides a clear public benefit to the District, its students, and the community, including, without limitation, improved access, safety, and traffic circulation.

The District expressly determines that this grant is not a gratuitous conveyance or a donation of public funds or thing of value in violation of Texas law, but an expense of public funds to provide safety to its students.

The District further finds adequate controls exist, including a defined scope, measurable deliverables, a not-to-exceed amount, acceptance rights, and termination rights, ensuring the expenditure is not a gratuitous grant.

V. Relationship of Parties

The parties intend that Burnet County, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. While performing the Project, County is solely responsible for worksite safety, traffic control, barricades, and compliance with safety and other applicable construction standards. Neither Burnet County, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of MFISD and shall not be entitled to participate in any pension or other benefits that Burnet County provides its employees.

VI. Notice to Parties

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Burnet County shall be sufficient if made or addressed to the office of the County Judge, Bryan Wilson.

Notice to MFISD shall be sufficient if made or addressed to the office of the Superintendent, Jeff Gasaway. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VII. Miscellaneous Provisions

Indemnification

To the extent permitted by law, neither MFISD or the County waive any governmental immunity or other defenses. Any provisions herein interpreted by a court of law to waive either MFISD or the County's governmental immunity is void. To the extent permitted by law, each party agrees to defend, indemnify, and hold the other harmless from third-party claims to the extent caused by its own negligence or willful misconduct in connection with this Agreement.

VIII. Entire Agreement

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Burnet County, Texas. The parties will first attempt to resolve disputes through good-faith negotiations between project representatives, escalating to the County Judge and Superintendent before litigation.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

Marble Falls Independent School District

By: 
Jeff Gasaway, Superintendent

Date: 5/20/20

Burnet County, Texas

By: _____
Bryan Wilson, Burnet County Judge

Date: _____