



MARBLE FALLS

Independent School District

Meeting Date:

Meeting Type:

LOVE & INSPIRE

Marble Falls ISD has an unyielding commitment to love every child and inspire them to achieve their fullest potential.

**AMENDMENT NO. 2
TO THE
INTERLOCAL AGREEMENT BETWEEN
MARBLE FALLS INDEPENDENT SCHOOL
DISTRICT AND THE CITY OF MARBLE FALLS**

This Amendment No. 2 to the Interlocal Agreement ("Amendment No. 2") is made this ____ day of _____, ____ between the Marble Falls Independent School District (the "District") and the City of Marble Falls (the "City").

Preliminary Statement

- A. The District and City are parties to a certain Interlocal Agreement dated October 18, 2022 (the "Original Agreement"). The District and the City previously amended the Original Agreement to create an Amendment No. 1. The District and City now desire to amend the Original Agreement again to create this Amendment No. 2. The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, shall be hereafter referred to as the "Amended Agreement".

- B. This Amendment No. 2 to the Original Agreement is for the purpose of adding one School Resource Officer (SRO) for the Highland Lakes Elementary Campus.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing promises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. The City will provide one police officer from its police department to serve as SRO for the Highland Lakes Elementary Campus during the school term defined as the district's annually adopted school Calendar and excludes any summer sessions. This SRO will be equipped in the same manner as all other uniformed patrol officers within the police department.

- 2. The District will reimburse the City for the salary and benefits of the officer during the school term, including any increases in salary or benefits as approved by the City Council of Marble Falls. The City will invoice the District semi-annually for the reimbursement. The reimbursement will cover the services of the SRO for daily activities, the presence of the SRO at the Highland Lakes Campus school functions such as (but not limited to) open houses, dances, performances, or other events.

- 3. The District will reimburse the City for the initial expense of the SRO uniforms, vehicle, video system, weapons, and taser. The District will reimburse the City for expenses related to replacement of items due to normal wear and tear or equipment reaching end of life. The City will communicate replacement expenses to the District as soon as the conditions are known to the Police Department.

- 4. The City agrees that this SRO position will not be reassigned to address City related public safety issues. However, the City reserves the right to temporarily assign this SRO to another District

campus within the city when the Police Chief determines a concern for the safety and welfare of the District's employees and students necessitates. Additionally, the parties acknowledge and agree that from time to time the City may not be fully staffed due to resignations, illnesses, vacations, or other reasons outside the control of the city. The City will use good faith efforts to staff and maintain the SRO for the Highland Lakes Campus throughout the term of this agreement.

5. This Amendment No. 2 amends and modifies the Original Agreement as provided herein. If there is a conflict between the terms of this Amendment No. 2 and the Original Agreement, the terms of this Amendment No. 2 shall control; otherwise, the Amended Agreement shall be read as one agreement. The general and miscellaneous provisions (e.g., written amendment/waivers, entire agreement, severability, enforcement, etc.) of the Original Agreement are incorporated herein by this reference and shall apply to this Amendment No. 2 as if fully set forth herein.

In witness whereof, the parties have hereunto set their hands and signatures on the date first above mentioned.

Marble Falls Independent School District

Dr. Jeff Gasaway
Superintendent of Schools

CITY OF MARBLE FALLS, as Texas Municipal Corporation

David Rhodes
Mayor

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the ____ day of _____, _____ by Dr. Jeff Gasaway, superintendent of schools, on behalf of Marble Falls Independent School District.

Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the ____ day of _____, _____ by David Rhodes, Mayor of the City of Marble Falls, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: _____