

**MEMORANDUM OF UNDERSTANDING
BETWEEN BURNET COUNTY AND OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES
WHICH ADMINISTERS THE HEAD START PROGRAM FOR THE USE OF OFFICE SPACE OWNED BY
BURNET COUNTY**

MEMORANDUM OF UNDERSTANDING AFFIRMING PHYSICAL SPACE OWNED BY BURNET COUNTY SHALL BE SHARED WITH OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES TO ADMINISTER THE HEAD START PROGRAM FOR FUNCTIONS THAT BENEFIT THE CITIZENS OF BURNET COUNTY.

RECITALS

WHEREAS, Burnet County is a local governmental entity located within the State of Texas responsible for the well being of its citizens. In order to carry out its legally assigned functions, Burnet County requires the use of physical office space to be located within the county. Said space is used by various Burnet County departments and/or by other governmental entities providing governmental services to the citizens of the county in cooperation with Burnet County.

WHEREAS, Opportunities for Williamson & Burnet Counties is a 501(c)(3) non-profit corporation that functions as a community action agency within the State of Texas. Amongst many programs, it administers the Head Start educational program which benefits the well-being of citizens. The Head Start program is federally funded through the U.S. Department of Health and Human Services Department, Administration for Children and Families. In order to carry out its legally assigned functions, the Head Start program requires the use of physical office and classroom space to be located within Burnet County. Said required space is used to provide services to the citizens of Burnet County.

WHEREAS, Burnet County owns property located at 602 N. Wood, Burnet, Texas. A portion on the property has no immediate use requirement for Burnet County, thus said space is available to be shared with another entity that provides services to the citizens of the county.

WHEREAS, a portion of identified space at 602 N. Wood, Burnet, Texas can be utilized to serve the interests of the Head Start program.

The parties enter into the following memorandum of understanding:

MEMORANDUM OF UNDERSTANDING

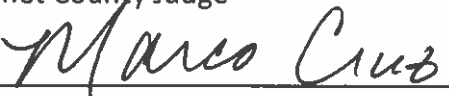
1. Burnet County is the owner of property located at 602 N. Wood, Burnet, Texas. Burnet County shall assign a portion of this property to Opportunities for Williamson and Burnet Counties use at no cost so the Head Start program may provide its services to the citizens of Burnet County. However, all costs regarding use of utilities for the Head Start program at this building shall be borne by Opportunities for Williamson and Burnet Counties. Opportunities for Williamson and Burnet Counties understands that Burnet County is not assigning any ownership interest to its assigned area from Burnet County.

- A. Burnet County finds that the predominant purpose of this action accomplishes a public purpose.
 - B. Burnet County ensures that adequate public controls are and will remain in place to accomplish this public purpose and further to protect the public's investment.
 - C. Burnet County shall receive adequate consideration in the form of services to be provided to the citizens of Burnet County from the administration of the Head Start federally funded child development program via Opportunities for Williamson and Burnet Counties (Opportunities).
2. Opportunities has the need of space inside of Burnet County to utilized for the Head Start program.
3. Opportunities understands that the equipment located in its assigned area is owned by Burnet County. Opportunities must keep and maintain the equipment and area in a good, clean condition of repair and maintenance at all times.
4. Any damages to any areas assigned to and/or used by Opportunities at 602 N. Wood, Burnet, Texas, that is attributed to Opportunities shall be borne by Opportunities.
5. Any damages to any equipment owned by Burnet County which is attributable to Opportunities shall be borne by Opportunities.
6. The cost of utilities, such as electricity and waste water expenses for the area assigned to Opportunities, shall be incurred by Opportunities. If available, Burnet County shall also provide internet service to the space assigned to Opportunities but costs shall be borne by Opportunities.
7. The term for this agreement begins upon the last date of signature and shall cease on September 30, 2025; however, this agreement shall automatically renew itself on a yearly term starting each October 1st up to four additional times unless notice is provided otherwise. Opportunities agrees that upon at least a 60-day written notice provided at by Burnet County for any reason whatsoever and at any time, it shall cease the use of its assigned area(s). Should any such notice occur, Opportunities shall not expect to be provided with a new office space location within any building owned or operated by Burnet County. Further, any and all permanently attached equipment such as air conditioning systems installed by Opportunities in its assigned area shall remain attached and become the property of Burnet County.
8. While using the assigned space, Opportunities acknowledges that Burnet County may temporarily use same area in a manner that does not interfere with any Head Start program scheduled activity or equipment. Any damages to the area and/or equipment owned by Opportunities that is attributable to Burnet County shall be borne by Burnet County. Should any dispute or issue arise regarding the use of this shared space, the decision of Burnet County shall control.

9. Opportunities agrees that it will accept Burnet County's authority to provide general maintenance and cleaning needs to its assigned area and equipment therein. Opportunities shall not remodel or change any of the existing structure in the assigned area without prior authorization of the Burnet County Commissioners Court.
10. Burnet County shall control Opportunities access to the building. In order to ensure safety and security, Burnet County may provide separate access and keys for independent ingress/egress into the Head Start program assigned area without affecting the functions of the remaining areas assigned to Burnet County. Any costs associated with this shall be borne by Burnet County.
11. Burnet County shall carry its own liability insurance coverage for risks assumed as a landlord of the property. Any risk exposure of Opportunities as the tenant shall not be deemed the responsibility of Burnet County. Burnet County and Opportunities agree that they will indemnify each other for any injuries, damages, or torts arising out of the intentional acts or acts of negligence of their personnel/volunteers/employees/guests who use and control the facility to the extent permitted by the laws and constitution of the State of Texas.
12. Opportunities shall carry general liability insurance at a minimum \$1,000,000, naming Burnet County as an additional insured for claims arising from the property. Opportunities shall also carry a minimum workers compensation insurance coverage of at a minimum of \$1,000,000 to cover its employees from work injuries occurring while on the property. The certificates of insurance shall be provided to Burnet County prior to the start of operations and maintained throughout the agreement.
13. Opportunities' employees, service providers, Head Start participants shall have non-exclusive access to common areas, including parking spaces and necessary utility facilities, during normal business hours.

ADOPTED by this 21th day of MAY, 2025.


Hon. Bryan Wilson
Burnet County Judge


Marco Cruz
Executive Director
Opportunities for Williamson and Burnet Counties