

**MEMORANDUM OF UNDERSTANDING
BETWEEN BURNET COUNTY, TEXAS AND
THE BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU”) is entered into as of the ____ day of _____, 2026, by and between **Burnet County, Texas**, a political subdivision of the State of Texas (“County”) and the **Burnet Consolidated Independent School District**, an independent school district organized under the laws of the State of Texas (“District”).

RECITALS

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, to provide a location for the school district to provide nutrition services to children in Burnet County; and

WHEREAS, the County owns and operates the Briggs Community Center, located in the Briggs community of Burnet County, Texas, including its parking lot and surrounding grounds;

WHEREAS, the District operates a Summer Nutrition Program providing free, multi-day meal packages to children under the age of eighteen (18) regardless of household income or school enrollment, pursuant to applicable federal and state child nutrition program requirements;

WHEREAS, the District has identified the Briggs community as underserved by its summer nutrition services and wishes to expand distribution to that area using the Briggs Community Center parking lot as a distribution site;

WHEREAS, the County desires to support the health and welfare of children in the Briggs community by providing temporary, limited use of its parking lot for this charitable purpose; and

WHEREAS, the parties desire to set forth in writing the terms and conditions governing such use;

NOW, THEREFORE, the parties agree as follows:

The purpose of this MOU is to authorize and govern the District's temporary, limited use of the Briggs Community Center parking lot for the distribution of free meal packages to eligible children as part of the District's Summer Nutrition Program which the County recognizes as a public service that will benefit the people of Burnet County.

Nothing in this MOU shall be construed as a conveyance, lease, or transfer of any interest in real property. The County retains full ownership, possession, and control of the Briggs Community Center and its parking lot at all times.

To the extent permitted by law, neither BCISD or Burnet County waive any governmental immunity or other defenses. Any provisions herein interpreted by a court of law to waive either BCISD or Burnet 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.

This MOU shall be effective upon execution by both parties and shall remain in effect through July 31, 2025, unless earlier terminated in accordance with Article VII. The parties may renew this MOU for subsequent summer program seasons by mutual written agreement.

The County hereby grants the District the non-exclusive, revocable privilege to use the parking lot of the Briggs Community Center (the "Premises") solely for the purpose of conducting meal package distribution activities as part of the District's Summer Nutrition Program.

Distribution activities shall occur no more than one (1) day per week during the program term of June 1, 2025 through July 31, 2025. The District shall provide the County with a proposed weekly schedule at least five (5) business days prior to the commencement of the program and shall provide prompt written notice of any changes to such schedule.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Memorandum of Understanding as of the date first written above.

Brian Wilson
Burnet County Judge

Dr. Rene Pena
Burnet CISD Superintendent