

**MEMORANDUM OF UNDERSTANDING
BETWEEN BURNET COUNTY AND OAKALLA COMMUNITY CENTER INC. FOR USE OF A BURNET COUNTY
OWNED BUILDING**

MEMORANDUM OF UNDERSTANDING AFFIRMING BUILDING AND GROUNDS OWNED BY BURNET COUNTY KNOWN AS THE OAKALLA COMMUNITY CENTER BEING ASSIGNED TO OAKALLA COMMUNITY CENTER INC. TO MANAGE ITS USE FOR FUNCTIONS BENEFITING THE CITIZENS OF BURNET COUNTY.

RECITALS

WHEREAS, Burnet County is a political subdivision of the State of Texas created pursuant to Article IX Sec. 1 of the Texas Constitution with the responsibility of providing essential public services for the well-being of its citizens. In this endeavor, Burnet County owns a property commonly known as the Oakalla Community Center located at 29011 Ranch to Market Rd. 963 in Briggs, Texas.

WHEREAS, Oakalla Community Center Inc. is a non-profit community entity serving the citizens in the northeast region of Burnet County, Texas. Specifically, it assists Burnet County in the management and operation of the Oakalla Community Center grounds and building. The organization is dedicated to promoting community events for Burnet County citizens at this location.

WHEREAS, Burnet County requires assistance and reduced costs from a local non-profit organization to manage the use of the Oakalla Community Center in order to maximize its use by citizens of Burnet County. Said assistance in managing the building is deemed to be a benefit for the citizens of Burnet County.

MEMORANDUM OF UNDERSTANDING

1. Burnet County is the owner of a property commonly known as the Oakalla Community Center located at 29011 Ranch to Market Rd. 963 in Briggs, Texas. Oakalla Community Center Inc. understands that Burnet County is not assigning any ownership interest to its assigned area from Burnet County.
2. Oakalla Community Center Inc. is hereby assigned the care, custody, and control of the Oakalla Community Center for the sole purpose of managing the use of the building for events that benefit the general public and citizens of Burnet County.
3. Oakalla Community Center Inc. understands and agrees that all equipment, furniture, and/or fixtures located within the Oakalla Community Center is owned by Burnet County. Oakalla Community Center Inc. shall maintain all equipment, furniture, and/or fixtures located on the property and building in good, clean, and repaired condition. Should any damage occur, Oakalla Community Center Inc. shall secure the premise and take all reasonable actions to reduce damage and then immediately notify Burnet County of any damage or need to repair said equipment, furniture and/or equipment. Oakalla Community Center Inc. shall notify Burnet County Facilities (512-715-5215) of any damage to the building or property. Oakalla Community Center Inc. shall report to the Sheriff dispatch (512-756-8080) all break ins, burglaries and criminal mischief to the property or buildings.

4. Any damage attributable to Oakalla Community Center Inc. at the Oakalla Community Center property, including but not limited to the land, building, equipment, furniture, and/or fixtures shall be borne by Oakalla Community Center Inc.
5. It is the intent that operation and use of the Oakalla Community Center shall not create any debt nor unnecessary cost to Burnet County. Burnet County shall be responsible for all utility costs, including but not limited to electricity, water, and wastewater. However, Burnet County reserves the right to monitor use of utilities and require reimbursement by Oakalla Community Center Inc. for excessive use.
6. The term for this agreement begins upon the last date of signature and shall cease on September 30, 2026; 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. Oakalla Community Center Inc. 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, Oakalla Community Center Inc. shall not expect to be provided with a new 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 Oakalla Community Center Inc. in its assigned area shall remain attached and become the property of Burnet County.
7. Oakalla Community Center Inc. acknowledges that Burnet County routinely utilizes the Oakalla Community Center as a voting location during elections. Oakalla Community Center Inc. shall not schedule or use the building and/or grounds in any manner that interferes with an election at any time. Additionally, Oakalla Community Center Inc. acknowledges that Burnet County may choose to temporarily use the Oakalla Community Center for other purposes. When other temporary use is required, Burnet County shall provide adequate notice to minimize disruption of scheduled activities and events. Should any dispute or issue arise regarding the use of the building, the decision of Burnet County controls.
8. Burnet County shall provide keys to the building and absorb the associated costs. Any costs associated by lost or stolen keys, including re-keys expenses, shall be borne by Oakalla Community Center Inc.
9. Burnet County carries liability coverage through the Texas County Risk Pool for risks assumed as a landlord of the property. Any risk exposure of Oakalla Community Center Inc. as the tenant shall not be deemed the responsibility of Burnet County. Burnet County and Oakalla Community Center Inc. agree that they will indemnify each other for any injuries, damage, or torts arising out of the intentional acts or acts of negligence of their personnel/volunteers/employees/guests who use and control the building and grounds to the extent permitted by the laws and constitution of the State of Texas.
10. Oakalla Community Center Inc. shall carry general liability insurance at a minimum \$1,000,000, naming Burnet County as an additional insured for claims arising from the property. Oakalla Community Center Inc. 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.

11. Burnet County acknowledges that Oakalla Community Center Inc. accepts donations from other community groups or individuals who may utilize the Oakalla Community Center. Such funds shall belong to Oakalla Community Center Inc. and be utilized as it chooses. Donations generated as a result of building use should be used for the first \$100 in minor repairs, day-to-day operations and supplies at the building.
12. At no time shall Oakalla Community Center Inc., as manager of the building, charge any monetary fees to any individual or organization for use of the Oakalla Community Center. Donations are not considered to be monetary payment unless made as a condition for the use of the building or grounds.

ADOPTED by this ____ day of _____, 2026.

Bryan Wilson
Burnet County Judge

<<NAME>>
<< Title>>
Oakalla Community Center Inc.