

**MEMORANDUM OF UNDERSTANDING
BETWEEN BURNET COUNTY, BURNET CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT, AND OPPORTUNITIES FOR WILLIAMSON AND
BURNET COUNTIES, INC.**

MEMORANDUM OF UNDERSTANDING AFFIRMING PHYSICAL SPACE OWNED BY BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND USED BY BURNET COUNTY MAY BE SHARED BY OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES 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, Burnet Consolidated Independent School District, BCISD, is a local governmental entity that provides educational services to children within a portion of Burnet County, Texas. In order to carry out its responsibilities, BCISD owns several physical buildings located within Burnet County.

WHEREAS, Opportunities for Williamson and Burnet Counties (OWBC), is a Texas non-profit organization that provides programs to the citizens of both Burnet and Williamson counties which are aimed at assisting citizens in need.

WHEREAS, in an effort to bring efficiency in providing its services in a cost-effective manner, BCISD previously ceased its use of a portion of a property/campus it owns at 607 N. Vanderveer, Burnet, Texas. This area had no immediate use requirement for BCISD, thus said space was made available to Burnet County via a separate memorandum of understanding because it was deemed by all that it benefited the citizens of Burnet County.

WHEREAS, a portion of this identified space, used by Burnet County but owned by BCISD, can be utilized to serve the interests of OWBC's nutrition program for economically disadvantaged citizens of Burnet County.

The parties enter into the following memorandum of understanding:

MEMORANDUM OF UNDERSTANDING

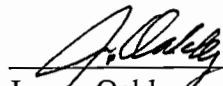
1. BCISD previously granted Burnet County the use of physical space it owns located at 607 N. Vanderveer, Burnet, Texas (SEE ATTACHMENT A). Burnet County's use of the space is conditioned upon its performance of services for the citizens of Burnet County.
2. Burnet County's permission to use this space is indefinite or until notice is provided otherwise.
3. OWBC provides services to the citizens of Burnet County. OWBC has the need of a commercial grade kitchen to implement its nutrition program which serves economically disadvantaged Burnet County citizens.
4. BCISD agrees that Burnet County may allow OWBC the use of the commercial kitchen area at its property located at 607 N. Vanderveer, Burnet, Texas. The terms and conditions of the use may be set by Burnet County as long as the memorandum of understanding between Burnet County and BCISD is followed (SEE ATTACHMENT A). OWBC's use of the kitchen area shall cease when Burnet County withdraws its permission or upon the termination of the agreement between BCISD and Burnet County allowing Burnet County use of the premises.
5. OWBC understands that the equipment located in the kitchen area is owned by BCISD. OWBC must keep and maintain the equipment and area in a good, clean condition of repair and maintenance at all times. Burnet County agrees that it shall continue to maintain the following equipment located in the kitchen area:
 - A. Ice maker;
 - B. Two residential stoves located therein as they are owned by Burnet County;
 - C. The initial cleaning of the grease trap at the start of this agreement only. Thereafter, cleaning of the grease trap will fall to WBCO.

All other equipment in the kitchen area shall be maintained by WBCO. The parties will, in good faith, work with each other to ensure all equipment in the kitchen area is kept in good working order.

6. Any damages to any areas which Burnet County uses at 607 N. Vanderveer, Burnet, Texas, including but not limited to the kitchen area assigned to OWBC, that is attributed to OWBC shall be borne by OWBC.
7. Any damages to any equipment owned by either Burnet County or BCISD located which is attributable to OWBC shall be borne by OWBC.

8. The cost of utilities, to include electricity, water, waste water, etc. in the area assigned to OWBC shall be incurred by OWBC. As all utilities are listed under Burnet County, OWBC agrees to pay \$133.33 month/ \$400 quarterly to address its use of utilities. Payments shall be subtracted from the quarterly contributions Burnet County makes to OWBC.
9. OWBC shall cease the use of the area within 30 days of notice provided by either Burnet County or BCISD for any reason whatsoever.
10. While using the assigned kitchen space, OWBC acknowledges that Burnet County shall also have the use of the kitchen area and kitchen equipment located therein and owned by BCISD. Any damages to the kitchen area and/or equipment owned by BCISD 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.
11. OWBC agrees that it will accept Burnet County's responsibility to provide general maintenance and cleaning needs of the assigned area and equipment therein. OWBC shall not remodel or change any of the existing structure in the assigned area.
12. Burnet County shall control OWBC access to the kitchen area. In order to ensure safety and security, Burnet County may provide separate access and keys for independent ingress/egress into the kitchen area without affecting the functions of the remaining areas assigned to Burnet County or remaining portions of the building that remain under the care and control of BCISD. Any costs associated with this shall be borne by OWBC.
13. BCISD shall continue to carry all necessary insurance coverage for the building at 607 N. Vanderveer, Burnet, Texas which includes the area assigned to Burnet County and which OWBC may use. Burnet County carries liability insurance for injuries occurring in areas it has been allowed to use. OWBC agrees that it shall obtain liability insurance in the amount of not less than two million dollars for any bodily injury, death or to any person or property damage occurring to which it is attributable. The parties agree that they will indemnify the other party 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 facility and the kitchen area located therein.

ADOPTED by this ____ day of _____, 2018.



James Oakley
Burnet County Judge

Keith McBurnett
Superintendent
Burnet Consolidated Independent School District

Marco Cruz
Executive Director
Opportunities for Williamson and Burnet Counties