



286
Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Fwd: Bertram Chamber of Commerce

1 message

Karin Smith <ksmith@burnetcountytexas.org>

Mon, May 13, 2024 at 1:59 PM

To: Stephanie McCormick <smccormick@burnetcountytexas.org>, Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Cc: James Oakley <judgejamesoakley@gmail.com>

Stephanie and Cindy,

Will you please place this on the May 28th agenda?

Thank you,

Karin

----- Forwarded message -----

From: **James Oakley** <judgejamesoakley@gmail.com>

Date: Mon, May 13, 2024 at 1:56 PM

Subject: Re: Bertram Chamber of Commerce

To: Eddie Arredondo <earredondo@burnetcountytexas.org>

Cc: Karin Smith <ksmith@burnetcountytexas.org>, Blair Manning <bmannings@burnetcountytexas.org>, Lori Ringstaff <LRingstaff@r.bank>

This looks good to me and thank you for preparing. I don't foresee any utility or other cost impacts. I'm ready to move forward on this at on 5/28 cc mtg.

James Oakley
Burnet County Judge
512-744-5205 cell / text
judgejamesoakley@gmail.com

Sent from iPhone

On May 13, 2024, at 12:15 PM, Eddie Arredondo <earredondo@burnetcountytexas.org> wrote:

Judge,

Please review this proposed MOU. It outlines that we are allowing space to be used by the Bertram Chamber BUT only for a public purpose of enhancing tourism via a visitor center and that no cost shall be borne to Burnet County.

Ms. Karin,

Please take a close look at #6. You might decide that reimbursement will not be allowable. If so, we can sit down and figure something else out. Also, I am guessing that utility costs is under \$25. If so, I can adjust the figure.

Let me know what you think.

5.28
28

**MEMORANDUM OF UNDERSTANDING
BETWEEN BURNET COUNTY AND THE BERTRAM CHAMBER OF COMMERCE FOR OFFICE SPACE
ALLOCATED AT THE BERTRAM LIBRARY**

MEMORANDUM OF UNDERSTANDING AFFIRMING PHYSICAL SPACE OWNED BY BURNET COUNTY AT THE BERTRAM LIBRARY BUILDING MAY BE ASSIGNED FOR USE BY THE BERTRAM CHAMBER OF COMMERCE 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 that endeavor, Burnet County operates a library system that is utilized by its citizens. One of the libraries in said system is located in Bertram, Texas.

WHEREAS, the Bertram Chamber of Commerce is a non-profit entity that serves the citizens of Bertram, Texas. The City of Bertram is located within the confines of Burnet County. As a part of its duties, the Bertram Chamber of Commerce is dedicated to promoting tourism which results in economic opportunities to all citizens in the city of Bertram. Said promotion further provides economic opportunities to the citizens of Burnet County as tourists visit other areas of Burnet County.

WHEREAS, Burnet County has an area within the Bertram Library that can be utilized by the Bertram Chamber of Commerce solely to promote tourism in the form of a visitor center. Said use is deemed to benefit not only the citizens of the City of Bertram, but also the Citizens of Burnet County. Aside of the positive economic opportunities for citizens that arises from the promotion of tourism, the use of said space by the Bertram Chamber of Commerce will assist in promoting visitation to the library itself. Said memorandum of understanding allows Burnet County to share space with another entity that further benefit the citizens of the county.

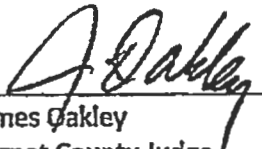
The parties enter into the following memorandum of understanding:

MEMORANDUM OF UNDERSTANDING

1. Burnet County is the owner of property known as the Bertram Library in Bertram, Texas.
2. Burnet County is granting permission to the Bertram Chamber of Commerce use assigned space within the Bertram Library to operate a visitor center. No other Bertram Chamber of Commerce service outside of the promotion of tourism may be conducted at the location. The predominate purpose of use of this space is to accomplish this public purpose. Said permission is indefinite or until notice is provided otherwise.
3. The Bertram Chamber of Commerce understands that any equipment, furniture, and/or fixtures located in its assigned area is owned by Burnet County. The Bertram Chamber of Commerce must keep and maintain the equipment, furniture, and/or fixtures plus the physical area in a good, clean condition of repair and maintenance at all times.

4. Any damages to any areas in the Bertram library building which are attributed to the Bertram Chamber of Commerce via its employees, representatives, and/or invitees (including but not limited to the area assigned to Bertram Chamber) shall be borne by the Bertram Chamber of Commerce.
5. Any damages to any equipment owned by either Burnet County which is attributable to Bertram Chamber of Commerce shall be borne by the Bertram Chamber of Commerce.
6. It is the intent that the use of this space shall not create any debt or cost to Burnet County. Any cost of utilities, to include electricity, water, waste water, etc. in the area assigned to Bertram Chamber of Commerce shall be incurred by the Bertram Chamber of Commerce. Any expenses due to Internet service in the space assigned to Bertram Chamber of Commerce shall be paid by the same.
 - A. Because all utilities to the building are paid by Burnet County, the Burnet County Auditor's Office shall set up a reimbursement system so that said costs are reimbursed to Burnet County on a consistent basis. It is estimated that said expenses shall be less than \$25.00 per month.
7. Bertram Chamber of Commerce shall cease the use of the area within 30 days of notice provided by either Burnet County for any reason whatsoever. Should any such notice occur, Bertram Chamber of Commerce shall not expect to be provided with a new space location within any building owned or operated by Burnet County.
8. While using the assigned space, the Bertram Chamber of Commerce acknowledges that Burnet County may temporarily use same area in a manner that does not interfere with any Bertram Chamber of Commerce visitor center scheduled activity. Any damages to the area and/or equipment owned by the Bertram Chamber of Commerce 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. The Bertram Chamber of Commerce agrees that Burnet County will provide general maintenance and cleaning needs to its assigned area. The Bertram Chamber of Commerce shall not remodel or change any of the existing structure in the assigned area.
10. Burnet County shall control the Bertram Chamber of Commerce 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 Bertram Chamber of Commerce assigned area without affecting the functions of the remaining portions of the building that remain under the care and control of the Bertram Library staff and/or personnel. Any costs associated with this shall be borne by Burnet County.
11. 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 the facility area located therein.

ADOPTED by this 28 day of May, 2024.


James Oakley
Burnet County Judge


Lori Ringstaff
President
Bertram Chamber of Commerce


Katy Duke
Treasurer