

**MEMORANDUM OF UNDERSTANDING
BETWEEN BURNET COUNTY AND WORKFORCE SOLUTIONS RURAL CAPITAL AREA FOR THE USE OF
OFFICE SPACE OWNED BY BURNET COUNTY**

MEMORANDUM OF UNDERSTANDING AFFIRMING PHYSICAL SPACE OWNED BY BURNET COUNTY SHALL BE SHARED WITH WORKFORCE SOLUTIONS RURAL CAPITAL AREA TO PROVIDE JOB TRAINING FOR THE BENEFIT OF 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, Workforce Solutions Rural Capital Area is local workforce development board under the Texas Workforce Commission, created by the Texas Legislature in 1995. Its service area includes Burnet, Llano, Williamson, Blanco, Caldwell, Bastrop, Hays Fayette, and Lee counties. Workforce Solutions Rural Capital Area focuses on employment, training, literacy and vocational rehabilitation for the citizens inside its coverage area. Amongst its many programs which it administers at no cost, is training for those seeking to become a Certified Nurses Aid or Phlebotomists. These and other programs administered by Workforce Solutions Rural Capital Area require the use of 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 607 N. Vanderveer, 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 607 N. Vanderveer, Burnet, Texas can be utilized to serve the interests of Workforce Solutions Rural Capital Area.

The parties enter into the following memorandum of understanding:

MEMORANDUM OF UNDERSTANDING

1. Burnet County is the owner of property located at 607 N. Vanderveer, Burnet, Texas. Burnet County shall assign a portion of this property to Workforce Solutions Rural Capital Area to use at no cost to administer its programs to the citizens of Burnet County. However, all costs regarding use of utilities for Workforce Solutions Rural Capital Area at this building shall be borne by Workforce Solutions Rural Capital Area. Workforce Solutions Rural Capital Area 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 programs by Workforce Solutions Rural Capital Area
2. Workforce Solutions Rural Capital Area has the need of space inside of Burnet County to utilized for its programs.
3. Workforce Solutions Rural Capital Area understands that the equipment located in its assigned area is owned by Burnet County. Workforce Solutions Rural Capital Area 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 Workforce Solutions Rural Capital Area at 607 N. Vanderveer, Burnet, Texas, that is attributed to Workforce Solutions Rural Capital Area shall be borne by Workforce Solutions Rural Capital Area.
5. Any damages to any equipment owned by Burnet County which is attributable to Workforce Solutions Rural Capital Area shall be borne by Workforce Solutions Rural Capital Area.
6. The cost of utilities, to include electricity, water, waste water, etc. in the area assigned to Workforce Solutions Rural Capital Area shall be incurred by Workforce Solutions Rural Capital Area. If available, Burnet County shall also provide internet service to the space assigned to Workforce Solutions Rural Capital Area but costs shall be borne by Workforce Solutions Rural Capital Area.
7. Workforce Solutions Rural Capital Area shall cease the use of its assigned area within 60 days of written notice provided by Burnet County for any reason whatsoever. Should any such notice occur, Workforce Solutions Rural Capital Area shall not expect to be provided with a new space location within any building owned or operated by Burnet County. Otherwise, this agreement shall cease on September 30, 2025.
8. While using the assigned space, Workforce Solutions Rural Capital Area acknowledges that Burnet County may temporarily use same area in a manner that does not interfere with any Workforce Solutions Rural Capital Area program scheduled activity or equipment. Any damages to the area and/or equipment owned by Workforce Solutions Rural Capital Area 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. Workforce Solutions Rural Capital Area agrees that it will accept Burnet County's authority to provide general maintenance and cleaning needs to its assigned area and equipment therein. Workforce Solutions Rural Capital Area 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 Workforce Solutions Rural Capital Area's 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 assigned area(s) 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 the Workforce Solutions Rural Capital Area as the tenant shall not be deemed the responsibility of Burnet County. Burnet County and Workforce Solutions Rural Capital Area 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 and the kitchen area located therein to the extent permitted by the laws and constitution of the State of Texas.
12. Workforce Solutions Rural Capital Area shall carry general liability insurance at a minimum \$1,000,000, naming Burnet County as an additional insured for claims arising from the property. Workforce Solutions Rural Capital Area 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.

ADOPTED by this ____ day of ____, 2025.

Hon. Bryan Wilson
Burnet County Judge

Chris Myers
Director of Contracts
Workforce Solutions Rural Capital Area