

**DONATION AGREEMENT
BETWEEN THE CITY OF DRIPPING SPRINGS &
THE BURKE CENTER FOR YOUTH**

This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, (the “City”) and the Burke Center for Youth (“Donee”) providing for the requirements for and process of conveying and providing funding from the City to a non-profit for a municipal purpose.

RECITALS:

WHEREAS, the City of Dripping Springs desires to support the local youth and young adults who have been removed from their homes; and

WHEREAS, the Burke Center for Youth provides support to local youth and young adults through therapy, education, and other activities; and

WHEREAS, the Songwriters Festival raised funds to support the Burke Center for Youth; and

WHEREAS, the City Council has deemed it to be in the best interest of Dripping Springs to provide funds to the Burke Center for Youth for a municipal public purpose; and

WHEREAS, the City Council awarded and approved the grant of these funds at a properly-conducted public meeting held on June 17, 2025.

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

The City is a general-law Type A municipality incorporated pursuant to the statutes of the State of Texas, and as such is authorized to provide funds, goods, and services for municipal public purpose to a community organization in conjunction with donated funds acquired during the City’s Annual Songwriters Festival. The City has express authority to contract with other persons pursuant to section 51.014 of the Texas Local Government Code.

A. City’s and Donee’s Responsibilities

The City agrees to transfer four thousand dollars (\$4,000) to the Donee Burke Center for Youth and the Donee agrees to use the funds to assist local youth and young adult foster children through therapy, education, and other activities. The City shall provide the funds to the Donee within thirty (30) days of execution of this agreement.

B. Contact Information

(1) Donee will at all times maintain the following points of contact:

Donee: Burke Center for Youth
 Attn: Steve Fournier, Executive Director
 20800 FM 150 W
 Driftwood, TX 78619

steve@bcfy.org
512-858-4258

(2) The primary point of contact under this Agreement for the City shall be:

City Administrator: Michelle Fischer
Phone: (512) 858-4725
Email: mfischer@cityofdrippingsprings.com
Mailing Address: PO Box 384
Dripping Springs, Texas 78620-0384

C. Effective date

This agreement takes effect as soon as it is signed by both Parties.

D. Indemnification

DONEE AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY DAMAGES OCCURRING FROM THE ALLEGED NEGLIGENCE OF DONEE, ITS AGENTS, VOLUNTEERS, SERVANTS AND EMPLOYEES AS IT RELATES TO THE DONATED FUNDS.

E. Transferability

Except as may otherwise be expressly provided herein, the rights and obligations created by this Agreement may not be transferred or assigned to another party without the express written consent of the City and Donee.

F. Governing Law

The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this Agreement. The venue for all legal actions involving this Agreement shall be Hays County.

G. Severability

If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder and the application of such provision to other parties or circumstances will not be affected thereby and to this end the provisions of this Agreement are declared severable.

H. Entire Agreement

This document represents the entirety of the agreement between the City and Donee. No oral or other written contracts outside of this Agreement shall have any affect unless they are approved in writing by both parties and made a part of this Agreement.

Executed this, the ____ day of _____ 2025.

Donor: City of Dripping Springs:

Donee: Burke Center for Youth:

by: _____

Michelle Fischer
City Administrator

by: _____

Name:
Title:

Date: _____

Date: _____