

DONATION AGREEMENT

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 North Hays County Emergency Medical Services (Donee) providing for the requirements for and process of conveying and providing donations to a non-profit from the City.

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 a public purpose to a community organization. The City has express authority to contract with other persons pursuant to section 51.014 of the Texas Local Government Code. The City acknowledges that the provision of resources needed for a response to COVID-19 for the Donee is for a public purpose.

The City agrees to provide resources in an amount up to four thousand dollars (\$4,000) for use in response to the COVID-19 Public Health Emergency for reimbursement of the purchase of a Clorox Disinfecting Sprayer. Receipt for purchase of the Sprayer is attached as Attachment “A”.

Donee agrees to use the donation provided by the city, for the public purpose of COVID-19 response and for the support of the residents of the City of Dripping Springs. Donee agrees to not waste, sell, or trade the donation or any goods or services purchased with donated funds provided by the City and that the donated goods donation or any goods or services purchased with donated funds may not be transferred, sold, given or assigned to any other organization or other entity. The Donee shall keep records of the use of the donated funds/goods and shall provide access to the City of the information related to the use of the donated goods/funds upon request. Donee agrees to provide access to the equipment for use by the City as needed and based on its availability for use.

A. Contact Information

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

Donee: North Hays County Emergency Medical Services
111 EMS Drive, Dripping Springs, TX 78620
info@northhayscountyesd1.org
(512) 829-4356

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

City: City Administrator, Michelle Fischer
PO Box 384, Dripping Springs, TX 78620
mfischer@cityofdrippingsprings.com
(512) 858-4725

B. Effective date

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

C. 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.

D. 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 Donor.

E. 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.

F. Entire Agreement

This document represents the entirety of the agreement between the City and Donor. 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 13th day of October 2020.

DONOR

City of Dripping Springs

DONEE

North Hays County Emergency Medical Services

Michelle Fischer, City Administrator

Signature

Printed Name and Title



INVOICE

010000389718282639747110000000003995000909203

North Hays County ESD 1
Po Box 1604
Dripping Springs, TX 78620-1604

Ship/Sold-To: 3897183
North Hays County ESD 1
111 Ems Dr
Dripping Springs, TX 78620-2174

Bill-To: 3897182
North Hays County ESD 1
Po Box 1804
Dripping Springs, TX 78620-1804

Invoice# 82639747	Invoice Date 09/09/20	Due Date 10/09/20	Invoice Total \$3995.00
Purchase Order# COVID19		Payment Terms Invoice Date + 30 days	
Customer DEA#		Customer State Reg#	
MTX Federal ID#		MTX D&B#	

LINE NO.	ITEM CODE	UNIT SIZE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	CODE	UNIT PRICE	EXT. PRICE	BOX NO.	SHIP FROM	
<i>This is a backordered shipment for order:91884197 original invoice:79870942</i>											
1	136-3554	EA	Sprayer Clorox Total360 Electr Clx1100 ITEM UNDER 12 MONTHS WARRANTY FROM INVOICE DATE. CASE GOOD ITEM, MAY BE SHIPPED SEPARATELY.	1	1	W C	3,995.00	3,995.00	1	IN	
MERCHANDISE TOTAL							\$3,995.00				
INVOICE TOTAL							\$3,995.00				

Please refer to back of paperwork for Terms of Sale and disclosures or go to <http://www.henryschein.com/us-en/medical/legal/terms.aspx>. Such terms are incorporated herein by reference.

Thank you for your order!

Ship To# 3897183	Bill To# 3897182	Invoice# 82639747	Invoice Date 09/09/20	Invoice Total \$3995.00	CODE STATUS KEY S-Special Schein Pricing A-Item has Safety Data Sheet (SDS) B-Backordered; Item will follow R-Refrigerated Item; May be shipped separately C-Case Good Item SK-School Kit D-Discontinued; Item no longer available SM-Shipped from Multiple Buildings F-Special Offer T-Trackable Item M-Item will ship directly from manufacturer U-Temporarily Unavailable; please reorder NG-No Charge W-Warranty Item P-Description Drug; Return Authorization Required WH, NN, RC, DM-OSCSA CODES
Order# 91884197	Order Date 07/15/20	# of Boxes 1	PO# COVID19		

Distribution Name/Address:
 34 SCS 147th St, Indianapolis, IN 46238
 36M: 9-0160481 State Reg#: 4801176A
 32ms: Reg#: 0067488Y

Please remit payments to, Henry Schein, Inc. Dept CH 10241 Palatine, IL 60055-0241 US

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