

**DONATION AGREEMENT
BETWEEN THE CITY OF DRIPPING SPRINGS &
DRIPPING SPRINGS EMERGENCY SERVICES DISTRICT NUMBER 6-NORTH
HAYS COUNTY FIRE/RESCUE**

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 Fire/Rescue (Donee) providing for the requirements for and process of conveying and providing a donation to the Donee.

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 breathing apparatus at a cost up to fifteen thousand dollars (\$15,000) for use in response to the COVID-19 Public Health Emergency to Donee. The Donee and City will decide the specific equipment and resources for use in the COVID-19 Public Health Emergency that will be donated. An addendum to this Agreement reflecting the goods purchased and donated shall be filed with the Agreement upon completion of the donation.

Donee agrees to use the donated goods 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 donated goods provided by the City and that the donated goods 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 goods and shall provide access to the City of the information related to the use of the donated goods upon request to the extent allowed by law.

A. Contact Information

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

Donee: North Hays County Fire/Rescue
Attn: Chief Scott Collard
Phone: (512) 894-0704
Mailing Address: 400 Sportsplex Drive
Dripping Springs, Texas 78620

(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

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 18th day of August 2020.

Donor: City of Dripping Springs

Donee: North Hays County Fire/Rescue

by _____
Michelle Fischer, City Administrator

by _____
Scott Collard, Fire Chief