

**DONATION AGREEMENT
BETWEEN THE CITY OF DRIPPING SPRINGS &
THE DRIPPING SPRINGS LIONS CLUB**

This Agreement by and between the **City of Dripping Springs**, Texas, (the “City”) and the **Dripping Springs Lions Club** (the “Donor”) providing for the requirements for and process of conveying and accepting donations to the City.

WHEREAS, 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 accept donations for the benefit of the City; and

WHEREAS, the City is eligible under United States Internal Revenue Code Section 170(c)(1) to receive tax-deductible charitable contributions; and

WHEREAS, the City has express authority to contract with other persons pursuant to section 51.014 of the Texas Local Government Code; and

WHEREAS, the City of Dripping Springs encourages the donation of charitable contributions to the City for the benefit of the City and its residents; and

WHEREAS, the Donor wishes to refurbish a stone monument previously donated by the Dripping Springs Lions Club to the City; and

WHEREAS, the City Council finds that the following provisions are reasonable and necessary for the acceptance of donations.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration the City and Donor herein bargain, covenant, and agree with one another as follows:

A. Purpose

This Agreement serves as a statement or exchange of promises between the City and Donor. It is enacted to provide clear responsibilities and duties for the conveyance of a Donation by Donor and acceptance of a Donation by the City. The Agreement will ensure that each Donation accepted by the City is in the best interest of the City and its citizens.

B. Type of Donation

Donor agrees to provide labor and material to refurbish the stone monument donated by the Dripping Springs Lions Club as described in the Donation Form (*Attachment “A”*).

C. Accounting for Donation

The City will account for this Donation through a mechanism determined by the City.

D. Tax-Deductible Contributions

- (1) Only upon completion and submission of a Donation Form to the City will Donor be eligible to receive a Tax Deduction for the Donation of a charitable contribution.
- (2) If the Donor does not complete and submit a Donation Form to the City, sign this Agreement, and complete the Donation, the City will not release any documents certifying the Donations.
- (3) Nothing in this Agreement shall be interpreted of imposing responsibility or accountability upon the City for the accuracy of the estimated value of the Donation received, unless the City expressly agrees in writing to participate in the approximation of value through: (1) a public auction, (2) competitive bidding, (3) receipts provided (retail or wholesale) documenting the Donor's actual costs, or (4) a commonly utilized and clearly established methodology of determining fair market value.
- (4) The City is relieved from any and all responsibility and liability for estimating or calculating the value of the Donation received.

E. Donation Completion

- (1) By signing this Agreement Donor agrees to
 - a. Fully complete the Donation;
 - b. Complete the Donation within the timeframe specified in *Attachment "A"*.
 - c. Fund the cost of completing the Donation and refund the City any amount of funds it has lost or expended in expectation of timely compliance of the Donation if a project is not timely completed; and
 - d. Provide documentation specifically listing all gifts that the Donation will include; and;
 - e. Relieve the City from any and all responsibility for estimating or calculating the value of the Donation received.
- (2) If the City has received the Donation Form and a signed copy of this Agreement, the City agrees to release any and all documents certifying the Donation upon completion of the Donation.

F. Contact Information

The primary point of contact under this Agreement shall be:

For the City:

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

For the Donor:

Service Chair: Denise Nemanich
P.O. Box 53
Dripping Springs, TX 78620
(815)-603-8124
denisenemanich@hotmail.com

G. Term

This Agreement shall be enforceable when signed by both parties and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

H. Termination

Either Party may terminate the agreement at hand, for any reason, with 30 days written notice to the other Party.

I. Indemnification

DONOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY DAMAGES OCCURRING FROM THE ALLEGED NEGLIGENCE OF DONOR, HIS AGENTS, VOLUNTEERS, SERVANTS AND EMPLOYEES.

J. 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.

K. 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.

L. Amendments

This Agreement may be amended only by an instrument in writing signed by the City and Donor.

M. Severability

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement shall not be affected thereby.

N. Third Party

Except as herein specifically and expressly provided, the terms and provisions of this Agreement are for the sole benefit of the City and Donor, and no third party whatsoever is intended to benefit herefrom.

O. Authorization

The City represents and warrants to, and covenants with Donor that:

- (1) The execution, delivery and performance of this Agreement by the executing officer have been duly authorized. This Agreement has been duly and validly executed and delivered by the executing officer on behalf of the City, and constitutes a valid and binding obligation, enforceable against the City in accordance with its terms.
- (2) No consent or approval of any third party, including, without limitation, any governmental authority, is required in connection with the execution, delivery or performance of this Agreement. The execution and delivery of this Agreement, and the performance of the obligations and consummation of the transactions contemplated herein do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any contract, indenture, mortgage, loan agreement, lease, joint

venture or other agreement or instrument to which the City is a party or by which the City or any of its respective properties are bound, or result in any violation by it of any law, order, rule or regulation of any court or governmental agency or body. The City is not in material violation of any law, ordinance, governmental rule or regulation or court decree to which it may be subject, nor has it failed to obtain and maintain in full force and effect any license, permit, certificate, franchise or other governmental authorization necessary to the ownership of its respective property or to the conduct of its operations under this Agreement.

Executed this, the ____ day of _____ 2020.

City of Dripping Springs:

Donor:

by _____
Bill Foulds, Jr., Mayor

by _____
Doug Marsh, President

ATTEST:

by _____
Andrea Cunningham, City Secretary

by _____
Denise Nemanich, member

Attachment A

City of Dripping Springs Donation Form

Date Form Completed: 8/31/20

Name of Donor: Lions Club

Address of Donor:

P.O. Box 53
Dripping Springs, TX
78620

Name of Donor's Representative (if different than Donor): Denise Nemanich, Service
Chain

Phone Number of Donor:

Email Address of Donor:

815-603-8124

denisenemanich@hotmail.com

Project for which Donation is made: Refurbishing Stone Monument that
was donated by the lions

Is this a Donation of: Labor/In-Kind Services? Cash? Materials?
Other? _____

State the estimated completion date of project: Prior to end of year

Description of Donation: Refurbish Sign

Actual or Approximate Value of Donation (including cost of materials and time):

Materials less than \$100, 2 man days of labor

Method value was determined (e.g., actual, retail/wholesale, appraisal, fair market value,
other): Retail

Printed Name of Donor's Authorized Signee: Dripping Springs Lions Club Denise
Nemanich

Title of Authorized Signee: Service Chain

Signature of Authorized Signee: Denise Nemanich

Date Signed: 8/31/20

City Use Only:

Donation Agreement Required: ☐ Yes ☐ No

City Administrator Approval: ☐ Yes ☐ No

Commission/Board Approval: ☐ Yes ☐ No

City Council Approval: ☐ Yes ☐ No

ACCEPTED ON BEHALF OF THE CITY: ____/____/____

by: _____