

DONATION AGREEMENT
BETWEEN THE CITY OF DRIPPING SPRINGS & DRIPPING
SPRINGS VETERANS OF FOREIGN WARS POST 2933 AND
VINCE F. TAYLOR AMERICAN LEGION POST 290

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 Dripping Springs Veterans of Foreign Wars Post 2933 and Vince F. Taylor American Legion Post 290 (the “Donees”) 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 masks to the community organization, Dripping Springs Veterans of Foreign Wars Post 2933 and Vince F. Taylor American Legion Post 290 is for a public purpose.

The City agrees to provide two thousand and five hundred dollars (\$2500) to Dripping Springs Veterans of Foreign Wars Post 2933 and Vince F. Taylor American Legion Post 290.

Dripping Springs Veterans of Foreign Wars Post 2933 and Vince F. Taylor American Legion Post 290 agrees to use the donated funds provided by the city, for a public purpose and for the support of the residents of the City of Dripping Springs. Donees agrees to not waste the donated funds provided by the City and that the donated funds may not be transferred, given, or assigned to any other organization or other entity. Donees shall keep records of the use of the donated funds and shall provide access to the City of the use of the donated funds upon request.

A. Contact Information

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

Dripping Springs Veterans of
Foreign Wars Post 2933
101 Old Fitzhugh Rd
Dripping Springs, Tx 78620
512-858-5637

Vince F. Taylor American
Legion Post 290
101 Old Fitzhugh Rd
Dripping Springs, Tx 78620
512-858-5637

(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

DONEES AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY DAMAGES OCCURRING FROM THE ALLEGED NEGLIGENCE OF DONEES, 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 ____ day of _____ 2022.

Donor:
City of Dripping Springs:

by _____
Michelle Fischer, City Administrator

Date: _____

ATTEST:

By _____
Andrea Cunningham, City Secretary

Donees:
Dripping Springs Veterans of Foreign Wars Post 2933:

by _____
Jerry Martin,

Date: _____

Vince F. Taylor American Legion Post 290:

by _____

Date: _____