

## DONATION AGREEMENT

This Agreement made and entered into this, the \_\_\_\_\_ of \_\_\_\_\_ 2021, and between the **City of Dripping Springs**, Texas a general-law municipality located in Hays County, Texas (“City”), and \_\_\_\_\_, (“Entity”) is understood and agreed to be as set forth herein.

### RECITALS:

**WHEREAS**, the City of Dripping Springs finds that it is in the best interest of the City and its residents to provide a grant of funds to \_\_\_\_\_; and

**WHEREAS**, the Entity hereby agrees to use the funds for a valid municipal, public purpose including \_\_\_\_\_; and

**WHEREAS**, Article XVI, Section 50 and Article III, Section 52 allow a city to use its funds for a valid, public purpose; and

**WHEREAS**, the City Council approved the expenditure of the grant funds in the Fiscal Year 2021 Budget through the approval of a Budget Amendment on \_\_\_\_\_, 2021; and

**WHEREAS**, the City Council awarded and approved the grant of these funds at a properly-conducted public meeting held on \_\_\_\_\_, 2021.

**NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:**

### 1. PARTIES

The parties to this Agreement shall be the City of Dripping Springs (City), and the \_\_\_\_\_, a nonprofit corporation organized under the laws of the State of Texas.

### 2. FINDINGS

The parties hereby agree that the purposes described in the Recipient's funding application (“Exhibit “A”) promotes a valid municipal, public purpose.

### 3. GRANT

The City hereby agrees to transfer as a grant a portion of the Fiscal Year 2021 Founders Day Commission funds to \_\_\_\_\_ for [uses applied for] in an amount Four Thousand Dollars (\$4,000). The grant shall be payable in one lump sum payment no later than 30 days after the date this Agreement is signed by both parties.

### 4. SERVICES

In exchange for the grant described above, the Entity hereby agrees to utilize the grant funds in

the amount of Four Thousand Dollars (\$4,000) for the purposes as described in Exhibit A and below, which are valid municipal, public purposes.

[How the entity is going to use the grant money]

## 5. REQUIREMENTS

- 5.1 Recipient must ensure that all grant funds are tracked and used for the purposes described above.
- 5.2 Recipient shall return all funds not used for the purposes described above.

## 6. DURATION

This Agreement commences on           , 2021 and ends on December 31, 2021. Recipient must expend the grant funds during the term of this Agreement or remit the remaining balance back to the City.

## 7. TERMINATION

This Agreement may be terminated by either party prior to performance with or without cause upon written notification to the other party. After the Recipient has commenced performance of the obligations provided for in this Agreement, the City may terminate the Agreement only in instances of breach by the Recipient, at which time the Recipient shall reimburse to the City the amount of the grant not yet expended. If the Recipient terminates this Agreement after having received funds from the City, the Recipient shall reimburse the City the complete amount of the grant provided for herein.

## 8. ACCOUNTING

Prior to the expiration of this Agreement, an agent of the Recipient will submit a Post Grant Report describing the status of the projects and explaining how the grant funds were used. The report shall include expenditures covered by the funds provided by this Agreement. Following submission of the Post Grant Report, an agent of the Recipient may be required to attend a Founders Day Commission Meeting and/or a City Council meeting to personally account for the expenditures made in accordance with this Agreement, if requested to do so by the City Administrator.

## 9. CONTACTS

For purposes of this Agreement, communications may be sent as follows:

**To the City:**  
City of Dripping Springs  
Attn: Michelle Fischer  
PO Box 384

**To the Recipient:**  
  
Attn:

Dripping Springs, TX 78620

**10. INDEMNIFICATION**

The Recipient hereby releases, indemnifies, and holds the City, its employees and agents, harmless for any damages, injuries, or other claims resulting from Recipient’s actions or inactions, or the conduct of Recipient’s agents, employees, or contractors.

**11. INCLUSIVENESS**

This document represents the entire understanding between the parties. This Agreement may only be amended in writing with the mutual consent of the parties.

**12. SEVERABILITY**

If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**WHEREFORE PREMISES AND CONSIDERATION ACCEPTED, AND HEREBY AGREED:**

**CITY OF DRIPPING SPRINGS:**

**ENTITY:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**Attachment "A"**  
**Grant Fund Applications**