

AMENDED AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND HAYS COUNTY, TEXAS FOR USE OF THE DRIPPING SPRINGS RANCH PARK BY HAYS COUNTY, BASED ON PREVIOUS FUNDING OF CONSTRUCTION OF THE DRIPPING SPRINGS RANCH PARK, FORMERLY KNOWN AS HARRISON RANCH PARK, A PUBLIC PROPERTY OWNED BY THE CITY OF DRIPPING SPRINGS, TEXAS

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas (“County”) and the City of Dripping Springs, Texas, a general law municipality (“City”) under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Purpose and Legal Authority

- 1.1 The purpose of this Agreement is to provide for the use of the Dripping Springs Ranch Park by Hays County in consideration for previous County funding of design and construction of various improvements at the Dripping Springs Ranch Park property, formerly known as the Harrison Ranch Park property, used for park, recreation and/or conservation purposes owned by the City. The Property is located within the corporate limits of the City. No additional funding will be incurred by the County pursuant to this Agreement.
- 1.2 The City and County, as units of local government, are authorized by § 791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in § 791.003(3)(E) of the Texas Government Code, such governmental functions and services include parks and recreation.
- 1.3 The County’s obligations under this Agreement include, after the performance of certain conditions precedent as cited in this Agreement, the aforementioned previous funding of construction costs for facilities that Ranch Park will provide to the County and its citizenry. By and through this Agreement, as more particularly specified elsewhere in the Agreement, Ranch Park will generally serve the recreational needs of the County, some of which have previously been served by a County-owned facility. The County’s previous funding toward Ranch Park enhanced Ranch Park’s utility as a public park and recreation area for the use and enjoyment of County citizens.
- 1.4 All of the duties and obligations of the County and the City under this Agreement shall be performed from lawfully available current revenues.

- 1.5 This Agreement has been approved by the Hays County Commissioner’s Court and the Dripping Springs City Council as required by § 791.011 of the Texas Government Code.

II. Term.

- 2.1 This Agreement is made for a term beginning on the _____ day of _____ 2023 and shall remain in effect for a period of ten (10) calendar years ending in December 2033.

III. City’s Duties - General

- 3.1 In consideration of County’s previous funding of the construction of the Dripping Springs Ranch Park and its obligations under this Agreement, City shall:
- a. Reserve Ranch Park’s facilities to the County for use by it or certain third parties and for the time periods specifically provided in Exhibit “A” at the rates as listed herein and in Exhibit “B”. Rates may be amended by the City from time to time, but the City shall provide updated rates to Hays County within ten (10) business days of adoption.
 - b. Such accommodations shall be provided in accordance with the standard terms and conditions then in effect that are generally applied to Ranch Park users.
 - c. All uses provided via this Interlocal Agreement pursuant to this Section and Exhibit “A” shall be made on as space-available basis. The City shall take all steps reasonably necessary to ensure that space is available for those entities listed in Exhibit “A”, but may not be required to move reservations previously made by other third parties.
 - d. The Calendar Year for number of uses shall run from October 1 to September 30.
- 3.2 In consideration of the County’s previous funding of the Ranch Park and its obligations under this Agreement, City shall acknowledge County contributions to Ranch Park by including reference to Hays County on public signage and public literature that promotes and/or serves Ranch Park.
- 3.3 City shall continue to operate Ranch Park as a public facility for the use and benefit of Hays County residents, with reasonable limitations on the time, place, and manner of the public’s use.
- 3.4 City shall be solely responsible for costs related to the operation and maintenance of Ranch Park. County shall not be responsible for any costs related to operation and maintenance of Ranch Park except through separate written agreement.
- 3.5 City shall appoint a point of contact for communication with Hays County. If not otherwise appointed by the City Administrator, the point of contact shall be the Dripping Springs Ranch Park Manager.

IV. County's Rights and Duties.

- 4.1 Hays County shall appoint a point of contact who will coordinate all rentals under this agreement and shall be the final approval authority for all Hays County rentals under this agreement. The point of contact for all uses scheduled under this Agreement will be the presiding Commissioner of Precinct 4 of Hays County at the time a reservation is made.
- 4.2 Hays County shall complete rental agreements and provide insurance for each event it reserves.
- 4.3 Hays County or certain third parties who use the Ranch Park shall be responsible for all custodial fees for all events unless:
 - a. the event has 30 or less attendees; and
 - b. food is not served.
- 4.4 Excluding costs that fall within Section 3.4 of this Agreement, Hays County or certain third parties who use the Ranch Park shall be responsible for all fees other than rental room rates, including but not limited to, additional staffing or special equipment. Current rates are attached as Exhibit "B". The rates may be amended from time to time by the City but the updated rates shall be provided to the County within ten (10) business days of adoption.
- 4.5 Hays County or certain third parties who use the Ranch Park shall be responsible for setting up and tearing down all tables and chairs or pay for additional staffing.
- 4.6 Ranch Park usage hours are limited to 8 a.m. to 9 p.m. Monday through Friday. Additional charges may apply if staff is needed outside of these hours for an event, including set-up or break down. Election dates will not incur charges so long as extra staffing is not needed.

V. Approval and Amendment.

- 5.1 This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the Dripping Springs City Council.
- 5.2 This Agreement can be amended only by written approval of both the Hays County Commissioners Court and the Dripping Springs City Council.
- 5.3 Ruben Becerra, Hays County Judge, is authorized to sign this Agreement on behalf of Hays County, Texas. Bill Foulds, Jr., Mayor, is authorized to sign this Agreement on behalf of the City of Dripping Springs, Texas.

VI. Representations.

- 6.1 City and County each make the following representations to each other as inducements to enter into this Agreement:
- a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder,
 - b. That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code;
 - c. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;
 - d. That the officer who signed this Agreement has the legal authority to sign documents on its behalf;
 - e. That before this Agreement was approved, its governing body had already identified and its staff had already segregated sufficient lawfully available current funds for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

VII. Severability.

- 7.1 If any clause, sentence, paragraph, or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

VIII. Entire Agreement.

- 8.1 This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding the specific improvements and third-party rentals contemplated in this Agreement. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided above.

IX. Interpretation

- 9.1 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

X. Applicable Law and Venue

10.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

(SIGNATURES ON FOLLOWING PAGE)
EXECUTED THIS _____ day of _____, 2023.

HAYS COUNTY

By: _____
Judge Ruben Becerra
Hays County Judge

ATTEST:

Elaine H. Cardenas MBA PhD, County Clerk

EXECUTED THIS _____ day of _____, 2023.

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Jr.
Mayor

ATTEST:

Andrea Cunningham, City Secretary

Exhibit “A” – Rentals

1. Monday-Thursday (Non-Peak Reservation Window):
 - a. Hays County: Eight (8) Monday-Thursday 12-Hour rentals per year
 - b. Non-Profits and Social Service Entities providing services in Hays County as designated by the Hays County point of contact: Six (6) Monday-Thursday 12-hour rentals per year
 - c. Texas Agri-Life Extension: Three (3) Monday-Thursday 12-Hour rentals per year
 - d. Hays County 4-H Horse Project: Twenty (20) Monday evenings per year (to end by 9 p.m.)
 - e. If additional Monday-Thursday rentals are needed, a 50% discount to room rental rates apply when such rentals are timely scheduled.
2. Friday-Sunday (Peak Reservation Window)
 - a. Hays County and Non-Profits and Social Service Entities who provided services in Hays County as designated by the Hays County point of contact named above for up to 12 events per year—12 hour rentals:
 - i. 25% discount off room rental rates if rental made over 90+ days in advance during prime reservation window.
 - ii. 50% discount off room rental rates if rental made between 45-89 days in advance during prime reservation window.
 - iii. 75% discount room rental rates if rental made between 0-44 days in advance during prime reservation window.
 - b. Hays County 4-H Horse Project:
 - i. Three (3) 12-Hour rentals per year for a Horse Point Show in Main Arena.
 - ii. Saturday or Sunday will be dependent upon paid event rentals.
3. Election Days:
 - First Tuesday of November 2024-2033 at no charge
 - Additional day per year at no charge
 - Upon written agreement by the Hays County Commissioners Court and Dripping Springs City Council, Early Voting may be approved through use of other days than those listed above or by separate written agreement when such dates are requested by Hays County and are available.

Exhibit “B” – Rental Rates (current as of 12/15/2023)
Rates may be updated from time to time and are considered incorporated into this agreement once provided to Hays County

DRIPPING SPRINGS RANCH PARK FEES

1.1 Fees and Rates: A non-refundable booking fee is due at the time of booking if booked two years or less in advance of the event to save the date. If the booking is more than two years prior to the event, then the booking fee is due two years prior to the event to reserve the date. The booking fee is two hundred and fifty dollars (\$250). The base room rental fee is due six months prior to the first day of the event to keep the event. The remaining balance is due 30 days prior to the event. The booking fee is non-refundable but will be used towards any incurred fees for the event.

2 Fields 1, 2, 3 & 4* and Trails

- (a) Full Day: \$100.00/field/day
- (b) Trails: \$450.00/event
- (c) Market Hourly Rate

3 Stalls

- (a) Event Center Stalls Full Day: \$25.00/day per stall
- (b) Small Barn Boarding Stalls: \$100.00/month per stall
- (c) Shavings: \$9.00/bag (sales tax included)
- (d) Grounds Fee: \$10.00/day per horse

4 Outdoor Arena*

- (a) Full Day: \$150.00/day, if rented with Event Center Facility, \$75.00/day
- (b) Outdoor Arena Lights: \$25.00/night
- (c) Use of the Concession Stand, Announcers Stand and Public Address System: \$50.00/day
- (d) Local 4H and Future Farmers of America groups are exempt for paying Outdoor Arena fees for practices (Outdoor Arena fees apply to these groups for any organized use of the Arena).

5 Horseback Riding throughout Park & Outdoor Arena

- (a) Indoor Arena Day Pass Permit: \$20.00/day/horse
- (b) Individual Riding Membership: \$200.00/year

- (c) Family Riding Membership (1 – 4 persons): \$500.00/year
- (d) Each Additional Family Member added to Family Riding Membership (5+ persons):
\$100.00/person/year
- (e) Trainer Membership: \$400.00/year
- (f) Trainer Day Fee: \$20.00/hour
- (g) Youth Membership: \$100.00/person who is under the age of eighteen, per year
- (h) Coggins Certificate must be on person during park use.
- (i) Liability waiver must be signed by each permit holder.
- (j) Permit must be displayed in vehicle and on person during park use.

6 Overnight Primitive Camping Site

- (a) \$20.00/night/vehicle
- (b) Permit must be displayed on vehicle.

7 Event Center Facilities (Full Day is 12 hours; Half Day is 6 hours)*

7.1 Large & Small Indoor Arena & VIP Booths:

- (a) Large Indoor Arena: Full Day, Monday – Thursday: \$400.00/day
- (b) Large Indoor Arena: Full Day, Friday – Sunday: \$900.00/day
- (c) Large Indoor Arena: Half Day, Monday – Thursday: \$225.00/day
- (d) Large Indoor Arena: Each Additional Hour: \$50.00/hour
- (e) Small Indoor Arena: Full Day, Monday – Thursday: \$200.00/day
- (f) Small Indoor Arena: Full Day, Friday – Sunday: \$350.00/day
- (g) Small Indoor Arena: Half Day, Monday – Thursday: \$100.00/day
- (h) Small Indoor Arena: Each Additional Hour: \$25.00/day
- (i) VIP Booth: Full Day: \$150.00/day/VIP Booth

7.2 Large & Small Special Event Center Rooms

- (a) Large Event Room: Full Day, Friday – Sunday: \$1,500.00/day
- (b) Large Event Room: Half Day, Friday – Sunday: \$800.00
- (c) Large Event Room: Full Day, Monday – Thursday: \$750.00
- (d) Large Event Room: Half Day, Monday – Thursday: \$500.00
- (e) Large Event Room: Special Event Room Each Additional Hour: \$75.00/hour
- (f) Small Event Room: Full Day, Friday – Sunday: \$800.00/day
- (g) Small Event Room: Half Day, Friday – Sunday: \$400.00/day
- (h) Small Event Room: Full Day, Monday – Thursday: \$400.00/day
- (i) Small Event Room: Half Day, Monday – Thursday: \$250.00/day
- (j) Small Event Room: Each Additional Hour: \$50.00/hour

7.3 Entire Event Center (excludes stalls and RV Hookups)

- (a) Full Day: \$3,000.00/day (does not include expansion)
- (b) Each Additional Hour: \$75.00/hour
- (c) Half Day: \$2000.00/day
- (d) Expansion: \$900.00/day

7.4 Vendor Hall/Front Porch

- (a) Full Day: \$400.00/day
- (b) Half Day: \$250.00/day
- (c) Each Additional Hour: \$35.00/hour

7.5 Concession Kitchen & Concession Stand

- (a) Concession Kitchen: Full Day: \$300.00/day
- (b) Concession Kitchen: Each Additional Hour: \$25.00
- (c) Concession Stand: Full Day: \$200.00/day
- (d) Concession Stand: Each Additional Hour: \$25.00/hour

7.6 Set-Up, Removal and Cleaning

- (a) Additional Panels including set-up: Hourly Staff Charge of \$25.00 Regular Time and \$45.00 Overtime
- (b) Hourly Staff Charge for Panel Set-Up: \$25.00/hour/staff member
- (c) Special Portable Bleacher set-up: \$100.00/set
- (d) Stage set-up or removal in Special Event Room(s): \$150.00/stage per event
- (e) Stage set-up in Arena(s): \$50.00/stage per event

7.7 Discounts

- (a) Large Indoor Arena Rental Fee: 50% off with 100+ stalls; 25% off with 50+ stalls
 - (b) Large Event Room Rental Fee: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
 - (c) Small Event Room Rental Fee: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
 - (d) Entire Event Center: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
 - (e) Vendor Hall/Front Porch: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
 - (f) Concession Kitchen or Stand: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
- Effective Date 08.24.23 (2023-26)
- (g) Entire Park: 50% off Thursday for setup day with Full Day Friday – Sunday Rental

8 Recreational Vehicle Site with Hook-Ups

- (a) Recreational Vehicle Site with 30 amp: \$45.00/day
- (b) Permit must be displayed on vehicle

9 Entire Park: All Facilities at Park (Entire Event Center, Outdoor Arena, Round Pen; Excludes Ranch House and Expansion)

- (a) Full Day: \$4,000.00
- (b) Each Additional Hour: \$75.00
- (c) Expansion: \$900.00/day

10 Equipment Rentals

- (a) Tables:
 - (i.) Onsite: \$8.00/day per table
 - (ii.) Offsite: \$16.00/day per table
- (b) Chairs: \$15.00/cart (25 chairs)/day
- (c) Drag Fees during Event (includes up to 4 drags): \$100.00/day
- (d) Water/Drag Additional Fee (includes 2 drags): \$100.00/event

- (e) Additional Drags Add On: \$25.00/drag
- (f) Arena Packing and Post Event Re-leveling: \$2000.00/event
- (g) Special Dirt Needs: TBD at assessment per event specifications
- (h) Jump Set (set up fees are additional): \$250.00/day
- (i) Jump Set Set-Up Fee: \$25.00/hour (one hour minimum)
- (j) Barrell Racing and Reining Drag Package: \$300.00/day
- (k) Bar: \$50.00/bar

11 Custodial Cleaning Fees: Includes trash bin service throughout the event, floor cleaning, facility consumables (i.e., paper towels, soap, toilet tissue). Excludes bulk trash that does not fit in the trash bin, table and chair setup and breakdown, and animal stalls and pens.

- (a) Event Park: \$250.00/day
- (b) Event Center Entire Facility: \$1000.00/event
- (c) Large Indoor Arena: \$350.0/day
- (d) Small Indoor Arena: \$150.00/event
- (e) Outdoor Arena: \$100.00/event
- (f) Large Special Event Room: \$350.00/event
- (g) Small Special Event Room: \$200.00/event
- (h) Vendor Hall/Front Porch: \$150.00/event
- (i) Concession Kitchen: \$150.00/event
- (j) Concession Stand: \$75.00
- (k) Fields/Trails: Determined by DSRP Manager
- (l) VIP Booth: \$25.00/booth/event
- (m) Civic Meeting Custodial (if serving food/drink): \$25.00/ event
- (n) Animal Stall/Pen Cleaning: Determined by DSRP Manager
- (o) Table Setup/Breakdown: Determined by DSRP Manager

12 Electrical Requests

- (a) Large Amp Plugs: \$35.00/box (plug)
- (b) Direct Plug into Transformer: \$50.00/plug
- (c) Extension Cords: \$40.00/item/event

13 Sound System

- (a) Audio/Visual Engineer: Fee TBD at assessment per event specifications.

14 Recreational Vehicle Dump

- (a) \$20.00/occurrence

15 Damages & Fines

- (a) No glass containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. Use of Glitter, Confetti, Fireworks, or PYROTECHNICS is strictly prohibited. This includes outdoor spaces. Failure to comply with this policy will result in a \$500.00 fine.
- (b) Events will be required to complete a damage waiver and complete a credit card

authorization form. In the event of any damage, the user will be contacted to either pay for the damages or, if the user does not pay the damages or is unavailable, the damage costs will be charged to the credit card on file.

16 Business Opportunities (non-peak)

(a) Event Center Manager may allow rental available space (60 days from event) at 50% of base rental fee.

(b) Event Center Manager may allow general use rental rate-booked 14 days or less days in advance for unused event space \$75.00 per hour/minimum 2 hours rental-maximum 4 hours rental.

(c) Civic Meeting Rate (non-profit/governmental only) up to 4 hours: \$100.00 for 2 hours plus \$50.00 for each additional hour past 2 hours. Must be booked within 31 days of date of meeting.

17 Special Fees

(a) Holiday Fee-Events booked on city holiday or holiday weekends: 20% additional fee per event.

(b) After Hours Fee-Assessed to events that extend past event hours: \$50.00/hour/staff member. Event and breakdown must be completed prior to midnight or by the time that is specified in rental contract. Minimum of 2 staff members are required onsite.

Additional information related to business hours may be obtained by contacting the Event Center.

18 Special Events and Programming

(a) Special fees for events, clinics, and programming may be set by the DSRP Board in consultation with the Parks and Community Services Director and DSRP Manager by written agreement to be executed by the City Administrator.

19 Parking Fees

(a) Overnight Parking Fee: \$20.00/vehicle per night

(b) Event Parking: \$5.00/vehicle per day