

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF FAIR OAKS RANCH AND THE FAIR OAKS RANCH HOMEOWNERS'**

THE STATE OF TEXAS

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COUNTIES OF BEXAR, COMAL, AND KENDALL

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This FIRST AMENDMENT to the Memorandum of Understanding (this “First Amendment”) is entered into effective as of March 17, 2022 (the “Effective Date”), by and between the City of Fair Oaks Ranch (“CITY”), acting by and through its governing body, and the Fair Oaks Ranch Homeowner’s Association (“FORHA”), acting by and through its governing body.

## RECITALS

**WHEREAS**, this First Amendment amends the Memorandum of Understanding (“MOU”) between the CITY and FORHA dated October 22, 2021; and,

**WHEREAS**, the MOU authorized FORHA to use city property to conduct an annual event leading to peace and good will into the holiday season starting with Veterans Day and ending New Year's Day annually, and;

**WHEREAS**, FORHA now desires to expand community celebrations to include Memorial Day, 4<sup>th</sup> of July and Patriots Day, annually; and,

**WHEREAS**, a portion of the community celebrations will be utilizing city property.

**NOW, THEREFORE,** the CITY and FORHA in consideration of the mutual covenants and agreements do mutually agree as follows:

## AMENDMENTS TO THE SCOPE

CITY authorizes FORHA to enter onto the subject property owned and controlled (Fair Oaks Parkway Fire Station) by the CITY for placement of event decorations and lights on the Peace Tree. The following FORHA events will be in celebration of Memorial Day, July 4<sup>th</sup>, and Patriot's Day as scheduled by FORHA. These events may include but not limited to the following activities:

### Specific Event-Related Tasks

- Memorial Day
  - Lighting the base of the Peace Tree Friday prior to Memorial Day ending Tuesday immediately following Memorial Day.
  - Placement of wreath or ribbons on the Peace Tree Friday prior to Memorial Day ending Tuesday immediately following Memorial Day.
- July 4<sup>th</sup>
  - Lighting the base of the of Peace Tree July 3<sup>rd</sup> ending July 5<sup>th</sup>
  - Placement of wreath or ribbons on the Peace Tree July 3<sup>rd</sup> ending July 5<sup>th</sup>.
- Patriot's Day
  - Lighting the base of the Peace Tree September 10<sup>th</sup> ending September 12<sup>th</sup>
  - Placement of wreath or ribbons on the Peace Tree September 10<sup>th</sup> ending September 12<sup>th</sup>.

## **ROLES AND RESPONSIBILITIES**

### **FORHA shall be responsible for:**

- Providing a FORHA liaison to work with the CITY to coordinate events.
- For budgetary purposes scheduling of events with the CITY no later than June 30th annually.
- Event advertising through FORHA-e.g., Social Media-Nextdoor, Facebook, newspaper, etc.
- Install and take down the wreath and lights from the Peace Tree.
- In coordination with CITY staff, conduct a periodic review of this First Amendment to determine if modifications are warranted.

### **CITY shall be responsible for:**

- Providing a CITY liaison to work with FORHA to coordinate events.
- Providing electricity to light the Peace Tree during events as stipulated in the section titled, "Amendments to the Scope".
- Event advertisement through CITY-e.g., Social Media-Nextdoor, Facebook, etc.

## **TERM**

The term of this First Amendment will be indefinite from the effective date hereof. It may be terminated and/or modified by (i) by the mutual agreement and consent of both CITY and FORHA; by either party, upon the failure of the other party to fulfill its obligations as set forth in this First Amendment; (ii) by the CITY, at will and without cause by providing FORHA written notice six (6) months prior to date of termination. Any oral or written representations or modifications concerning this Understanding shall be of no force and effect excepting a subsequent modification in writing by both parties.

CITY retains control and supervision over the use of its property at all times and does not waive any rights regarding the lawful administration of police powers within its jurisdiction, inclusive of this event. A police officer of the CITY responding to a call for service or investigating suspicious activity during the event shall maintain complete discretion in the manner and means by which they conduct police activity on a daily basis and as they would on any properties within Fair Oaks Ranch. Nothing herein may be read to imply that any FORHA has the right to limit lawful discretionary police activity during this event, without first obtaining written permission from the CITY or pursuant to a lawful order of a court of competent jurisdiction.

### **APPROVED:**

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President of Fair Oaks Homeowners Association, Inc.

\_\_\_\_\_  
Date

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City Manager, City of Fair Oaks Ranch, Texas

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Date