

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MANOR, TEXAS,
ESTABLISHING A COMMUNITY EVENT PARTNERSHIP
PROGRAM; ADOPTING A POLICY AND APPLICATION
FOR CITY FINANCIAL SPONSORSHIP, FEE WAIVERS,
IN-KIND SERVICES, AND OTHER SUPPORT FOR
ELIGIBLE COMMUNITY EVENTS; APPROVING A FORM
COMMUNITY EVENT PARTNERSHIP AGREEMENT;
AUTHORIZING IMPLEMENTATION OF THE PROGRAM;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Manor, Texas (the “City”) is a home-rule municipality possessing the full power of local self-government and may appropriate and expend municipal funds for lawful municipal public purposes; and

WHEREAS, Article III, Section 52(a), of the Texas Constitution prohibits gratuitous transfers of public money or things of value to private persons or entities, but permits expenditures that accomplish a legitimate municipal public purpose when the City retains sufficient controls to ensure accomplishment of that purpose and receives an adequate return benefit; and

WHEREAS, community events such as cultural festivals, races, recreational events, educational programs, civic celebrations, and similar activities may promote public recreation, health and wellness, cultural and historical education, tourism, economic activity, community engagement, civic pride, and the general quality of life of City residents; and

WHEREAS, the City Council desires to establish a uniform process by which eligible organizations may request City financial sponsorship, waiver or reduction of certain City fees, use of City property, and in-kind City services for qualifying community events; and

WHEREAS, the City Council finds that requiring an application, individualized City approval, defined limits on City support, and a written partnership agreement provides appropriate controls to ensure that City resources are used for approved public purposes; and

WHEREAS, the City Council finds that adoption of the Community Event Partnership Program is in the public interest and will promote the health, safety, welfare, culture, recreation, economic vitality, and quality of life of the Manor community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS THAT:

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Program Established. The City Council hereby establishes the City of Manor Community Event Partnership Program (the “Program”) for the purpose of providing City support to eligible community events when the applicable approving authority determines that the support serves a lawful municipal public purpose and satisfies the requirements of the Program.

Section 3. Policy and Application Adopted. The Community Event Partnership Program Policy and Application attached to this Resolution as Exhibit “A” is approved and adopted.

Section 4. Form Partnership Agreement Approved. The form Community Event Partnership Agreement attached to this Resolution as Exhibit “B” is approved for use in connection with Program awards. The City Manager or designee are authorized to make non-material revisions to the form agreement that are consistent with this Resolution, the Program, applicable law, and the specific City support approved by the applicable approving authority.

Section 5. Approval Authority. Applications requesting City Support with a total value of \$5,000 or less may be approved by the City Manager or designee in accordance with the Community Event Partnership Program adopted by this Resolution, provided that the City Support approved by the City Manager consists solely of in-kind services and does not include any financial sponsorship, reimbursement, or other monetary payment, and sufficient funds and resources have been lawfully appropriated and are available for the requested support. Applications requesting any financial sponsorship, reimbursement, or other monetary payment, or requesting City Support with a total value greater than \$5,000, require approval by the City Council. For purposes of determining approval authority, the value of City Support shall include the combined value of all financial sponsorships, fee waivers or reductions, in-kind City services, use of City property or equipment, and other City resources provided for the Event.

Section 6. Public-Purpose Finding. Approval of an application under the Program constitutes the approving authority's determination that the approved City Support primarily serves one or more municipal public purposes identified in Exhibit “A,” that adequate controls exist to ensure accomplishment of those purposes, and that the City will receive a public return benefit reasonably related to the City resources provided.

Section 7. Funding and Availability. All City support is subject to the lawful appropriation and availability of funds, personnel, equipment, facilities, and other City resources. Nothing in this Resolution or the Program creates a debt of the City, requires a future appropriation, or obligates the City to provide any service or resource not specifically approved and available.

Section 8. Administration. The City Manager or designee is authorized to administer the Program, develop administrative procedures consistent with Exhibit “A,” determine application deadlines, obtain departmental cost estimates, coordinate review of applications, and execute approved Partnership Agreements on behalf of the City after satisfaction of all conditions imposed by the applicable approving authority and the Program.

Section 9. Effective Date. This Resolution shall be effective immediately upon approval.

PASSED AND ADOPTED by the City Council of Manor, Texas, at a regular meeting on the 19th day of August 2026, at which a quorum was present, and for which due notice was given pursuant to Texas Government Code, Chapter 551.

CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT “A”**CITY OF MANOR COMMUNITY EVENT PARTNERSHIP PROGRAM
POLICY AND APPLICATION****1. Purpose**

The Community Event Partnership Program provides a uniform process for the City of Manor to consider requests from eligible organizations for City support of community events that primarily serve a municipal public purpose. The Program is intended to facilitate partnerships that provide measurable public benefits while protecting public funds, City property, City personnel, and other municipal resources.

2. Forms of City Support

Subject to approval and availability of resources, City support may include one or more of the following:

- Financial sponsorship or reimbursement from lawfully available and appropriated funds;
- Waiver or reduction of eligible City permit, facility-use, or other City fees, to the extent permitted by law;
- In-kind services, including police, traffic control, public works, parks, sanitation, communications, setup, cleanup, barricades, equipment, or similar municipal services;
- Use of City-owned facilities, parks, rights-of-way, equipment, or other City property, subject to applicable City rules and availability; and
- Promotional or communications assistance that is consistent with City policy and available staff capacity.

3. Eligible Applicants

Eligible applicants may include nonprofit organizations, civic or neighborhood organizations, chambers of commerce, service organizations, educational or cultural organizations, and other entities that demonstrate the ability to organize and conduct the proposed event. The City Council may consider an application from another type of entity when the Council finds that the proposed event and City support satisfy all constitutional and Program requirements.

An applicant must be in good standing with the City, must not be delinquent in amounts owed to the City unless an approved payment arrangement is in place, and must have the legal authority to enter into the required Partnership Agreement.

4. Eligible Events and Public Purposes

To qualify, an event must be open or meaningfully accessible to the general public and must primarily advance one or more of the following municipal public purposes:

- Community recreation, fitness, health, or wellness;
- Arts, culture, music, heritage, historical education, or celebration of the diverse cultural traditions of the Manor community;
- Civic engagement, neighborhood cohesion, volunteerism, or community service;
- Tourism, economic activity, visitor attraction, or promotion of the City;
- Youth, family, educational, or community-enrichment activities;
- Public safety education, environmental stewardship, or other community education; or

- Another lawful municipal purpose specifically identified by the City Council.

5. Ineligible Uses

City support will not be approved for:

- An event whose predominant purpose is the private financial benefit of the applicant, its owners, members, or a particular private person or business;
- Political campaign activity, support for or opposition to a candidate or ballot measure, or partisan political activity;
- Religious worship, proselytizing, or sectarian instruction; provided that a faith-based organization is not disqualified from applying for an otherwise eligible secular community event;
- Payment of debts, penalties, fines, judgments, or obligations unrelated to the approved event;
- Alcohol, tobacco, controlled substances, prizes of cash or cash equivalents, or other expenditures the City determines are not an appropriate use of public funds; or
- Any activity prohibited by law, City ordinance, City policy, or the terms of the Partnership Agreement.

6. Initial and Pending Applications.

An application or request for City support that was submitted or presented to the City before the effective date of this Policy may be considered under this Policy without requiring the applicant to resubmit the request on the application form adopted with this Policy, provided that the applicable approving authority determines that sufficient information has been provided to evaluate the request under the eligibility criteria, public-purpose requirements, and other substantive standards of this Policy. Any approval shall be subject to the applicant's execution of the required Community Event Partnership Agreement and satisfaction of all insurance, permitting, documentation, and other conditions required by this Policy before City funds, services, equipment, facilities, or other resources are provided.

Approving Authority means the City Manager for an application having a total value of City Support of \$5,000 or less and the City Council for an application having a total value of City Support greater than \$5,000.

7. Application and Review

Applicants must submit a complete Community Event Partnership Application in the form included in this Exhibit. The City Manager or designee may establish submission deadlines and request additional information reasonably necessary to evaluate the request. City departments may review the application and provide cost estimates, operational conditions, staffing requirements, permit requirements, and risk-management recommendations.

Applications may be evaluated based on the public benefit of the event; number and diversity of expected participants; relationship of the event to City goals and community needs; applicant experience and financial capacity; amount and type of City resources requested; availability of City personnel and equipment; effect on normal City operations; safety and risk; other public or private funding; and the applicant's prior performance under City agreements.

8. Approval Authority; No Entitlement

All awards under the Program are discretionary, and submission of an application does not create an entitlement to City Support.

(a) **City Manager Approval.** The City Manager or designee may approve an application when the total value of all City Support requested and approved for the Event does not exceed \$5,000, provided that the City Support consists solely of in-kind services and does not include any financial sponsorship, reimbursement, or other monetary payment, and provided that:

- (1) the applicant and Event satisfy all eligibility requirements of this Policy;
- (2) the City Manager determines that the City Support primarily serves one or more municipal public purposes identified in this Policy;
- (3) adequate controls exist through the required Partnership Agreement to ensure accomplishment of the approved public purposes;
- (4) the City will receive a public return benefit reasonably related to the City Support provided;
- (5) sufficient funds, personnel, equipment, facilities, and other resources are lawfully appropriated and available; and
- (6) all other requirements of this Policy are satisfied.

(b) **City Council Approval.** An application that requests any financial sponsorship, reimbursement, or other monetary payment, or for which the total value of City Support exceeds \$5,000, must be approved by the City Council. The City Council may approve, deny, reduce, modify, or condition the request.

(c) **Calculation of City Support.** For purposes of this Section, the value of City Support includes the combined value of cash sponsorships or reimbursements, waived or reduced fees, City personnel and services, equipment, facilities, and all other City resources provided for the Event. Multiple requests relating to the same Event shall be aggregated and may not be divided to avoid the approval threshold.

9. Public-Purpose and Return-Benefit Requirements

Before City resources are provided, the approving authority must determine that the predominant purpose of the City's participation is to accomplish a lawful municipal public purpose; that the City retains sufficient controls to ensure that the public purpose is accomplished; and that the City receives a public return benefit reasonably related to the amount and nature of City support.

Public return benefits may include public access to the event; community programming; recognition of the City as a partner; visitor attraction; economic activity; cultural, educational, recreational, or health benefits; reduced or free admission; community participation opportunities; event data and post-event reporting; or other measurable benefits approved by the approving authority.

10. Partnership Agreement Required

Except as provided below, an approved applicant must execute a Community Event Partnership Agreement substantially in the form of Exhibit "B" before receiving any City funds, services, fee waivers, use of City property or equipment, or other City Support. The Agreement shall identify the approved City Support, applicable not-to-exceed amount, municipal public purpose, required public return benefits, and any insurance, indemnification, permitting, reporting, or other conditions applicable to the Event.

The requirement for a separate Partnership Agreement may be waived by the City Manager, in consultation with the City Attorney, when the City Support is de minimis and the City determines that the approved public purpose and necessary controls are adequately documented through the application, permit, facility-use agreement, or other City documentation. The Partnership Agreement requirement may not be waived solely because the application is eligible for administrative approval by the City Manager under the \$5,000 approval threshold.

11. Cost Estimates; Not-to-Exceed Limit

The City may assign a dollar value to all City services and resources provided. The approved award must identify a not-to-exceed amount or other defined limit. The City is not responsible for costs exceeding the approved not-to-exceed amount unless the additional City Support is approved in accordance with the approval authority established by Section 8. The applicant may be required to reimburse the City for excess costs caused by applicant-requested changes, extraordinary conditions, damage, or services beyond the approved scope.

12. Permits, Insurance, and Safety

Program approval does not replace any permit, reservation, traffic-control plan, health permit, alcohol authorization, fire review, or other approval required by law or City policy. The applicant is responsible for obtaining all required approvals. Insurance, indemnification, security, traffic control, emergency medical services, and other risk-management requirements will be established in the Partnership Agreement based on the nature of the event.

13. Payment and Reimbursement

Any monetary payment is subject to the approved City budget, availability of lawfully appropriated funds, the Partnership Agreement, and documentation reasonably required by the City. The City may pay approved costs directly, reimburse documented eligible expenses, or provide a fixed sponsorship payment, as approved under this policy. Unused funds must be returned to the City unless otherwise provided in the Partnership Agreement.

14. Cancellation; Nonperformance

If an event is canceled, materially changed, or not conducted in accordance with the approved application or Partnership Agreement, the City may suspend or terminate support, require repayment of City funds, require payment for City services already provided, or exercise any other remedy available under the agreement or law.

15. Administration

The City Manager or designee may adopt administrative procedures, application deadlines, internal review forms, departmental cost schedules, and other measures consistent with this Policy. The City Manager may decline to place an incomplete or untimely application on a City Council agenda until sufficient information is provided.

COMMUNITY EVENT PARTNERSHIP APPLICATION

Submit this application to the City Manager or designee by the deadline established by the City. Attach additional pages as necessary.

APPLICANT AND EVENT INFORMATION	
Applicant organization:	
Organization type / legal status:	
Primary contact name and title:	
Mailing address:	
Telephone:	Email:
Event name:	
Event date(s):	Event hours:
Event location(s):	
Estimated attendance:	Admission fee (if any):
Website / social media:	

A. Event Description and Public Benefit

1. Briefly describe the event, including its purpose and principal activities.

2. Describe how the event will benefit Manor residents and identify the municipal public purpose(s) served.

3. Is the event open to the general public? If admission, registration, or participation is restricted, explain.

4. Describe expected attendance, target participants, and how the event will be promoted.

5. Identify any free or reduced-cost public access, programming, or other direct community benefits.

B. City Support Requested

Check all that apply and provide the requested detail.

- ☐ Financial sponsorship / reimbursement requested: \$ _____
- ☐ Waiver or reduction of City fees. Identify fee(s) and estimated amount: _____
- ☐ Police / security services. Requested staffing/hours: _____
- ☐ Traffic control / barricades / street closure support: _____
- ☐ Public Works services or equipment: _____
- ☐ Parks / facility use / setup / cleanup: _____
- ☐ Sanitation / solid waste support: _____
- ☐ Communications / promotional assistance: _____
- ☐ Other City support: _____

C. Event Budget and Other Support

Category	Estimated Amount	Notes / Source
Total event budget	\$	
Applicant funds	\$	
Private sponsors/donations	\$	
Other public funding	\$	
City support requested	\$	

List any other governmental entities or private sponsors providing money, services, equipment, or facilities:

D. Operational Information

Will the event require a street closure, lane closure, parade route, race route, or traffic-control plan? ☐ Yes ☐ No

Will alcohol be sold, served, or consumed? ☐ Yes ☐ No

Will food be prepared or sold? ☐ Yes ☐ No

Will amplified sound be used? ☐ Yes ☐ No

Will tents, stages, generators, rides, inflatables, fireworks, or temporary structures be used? ☐ Yes ☐ No

Will the event use volunteers? ☐ Yes ☐ No Estimated number: _____

Describe security, first aid/EMS, sanitation, parking, and cleanup plans:

E. Insurance

If approved, the applicant will be required to provide insurance in the types and amounts established by the City based on the event, including commercial general liability coverage and any other coverage reasonably required. The City may require the City to be named as an additional insured and may require waivers of subrogation and primary/non-contributory endorsements.

F. Applicant Certification

I certify that the information in this application is true and complete to the best of my knowledge. I understand that submission of this application does not obligate the City to provide any funds, services, fee waivers, property, or other support. If approved, I agree that the applicant will comply with all City requirements, obtain all required permits, execute the City's Partnership Agreement, provide required insurance, and use City support only for the approved public purposes.

Authorized representative: _____

Title: _____

Signature: _____

Date: _____

FOR CITY USE

Date received:	Application complete: ☐ Yes ☐ No
Departments reviewing:	
Estimated value of City services:	\$
Recommended not-to-exceed City contribution:	\$
Approving Authority action/date:	☐ Approved ☐ Approved with conditions ☐ Denied
Partnership Agreement executed:	☐ Yes ☐ No Date: _____

EXHIBIT “B”**FORM COMMUNITY EVENT PARTNERSHIP AGREEMENT**

This Community Event Partnership Agreement (the “Agreement”) is entered into by and between the City of Manor, Texas, a Texas home-rule municipal corporation (the “City”), and _____, a _____ (“Partner”), effective on the date of the last signature below (the “Effective Date”).

WHEREAS, Partner will organize and conduct the community event described in Exhibit 1 to this Agreement (the “Event”);

WHEREAS, the Event has been approved pursuant to the City’s Community Event Partnership Program by the applicable approving authority, which determined that the City’s participation will accomplish one or more municipal public purposes;

WHEREAS, the applicable approving authority approved the financial sponsorship, fee waivers, in-kind services, property use, or other City support described in Exhibit 2 (collectively, the “City Support”), subject to this Agreement; and

WHEREAS, the parties desire to establish the terms, controls, responsibilities, and public return benefits applicable to the Event and the City Support.

NOW, THEREFORE, for and in consideration of the mutual covenants and public benefits described below, the parties agree as follows:

1. Event and Public Purpose. Partner shall organize and conduct the Event substantially as described in Exhibit 1. Partner acknowledges that the City is providing City Support solely to accomplish the public purposes approved by the applicable approving authority. Partner shall use all City Support exclusively for the Event and those approved public purposes.

2. Partner Responsibilities. Partner is solely responsible for planning, managing, staffing, operating, supervising, financing, and conducting the Event except for the specific City Support stated in Exhibit 2. Partner shall provide all personnel, vendors, contractors, volunteers, supplies, equipment, and services not expressly identified as City responsibilities.

3. City Support; Not-to-Exceed Amount. The City will provide only the City Support specifically described in Exhibit 2, subject to availability of funds, personnel, equipment, facilities, and operational conditions. The total value of City Support shall not exceed \$ _____ (the “Not-to-Exceed Amount”) unless additional City Support is approved in accordance with the approval authority established by the Program. City cost estimates are estimates only and do not require the City to provide resources that become unavailable because of emergencies, staffing shortages, equipment failure, public-safety needs, or other operational demands.

4. Monetary Payments. If Exhibit 2 includes a cash sponsorship or reimbursement, payment is contingent upon lawful appropriation, compliance with this Agreement, and submission of documentation reasonably required by the City. The City may withhold payment for unsupported, ineligible, or disputed costs. Any unspent or improperly used City funds must be returned to the City within thirty (30) days after written demand.

5. Fee Waivers and Property Use. Any approved waiver or reduction of City fees applies only to the fees expressly identified in Exhibit 2 and does not waive compliance with the underlying permit, safety, inspection, or operational requirements. Any use of City property is nonexclusive unless expressly stated otherwise and is subject to City rules, availability, and the City's continuing right to access and control its property.

6. Permits and Legal Compliance. Partner shall obtain and maintain all permits, licenses, consents, inspections, authorizations, traffic-control approvals, health approvals, alcohol permits, and other governmental approvals required for the Event. Partner shall comply with all applicable federal, state, and local laws, ordinances, rules, and City policies.

7. Public Access and Return Benefits. Partner shall provide the public benefits described in Exhibit 1, which may include public access, programming, reduced or free admission, community participation, cultural or recreational benefits, visitor attraction, City recognition, or other approved return benefits. Partner shall not materially reduce or eliminate those benefits without prior written City approval.

8. Changes to Event. Partner shall promptly notify the City of any proposed material change in the Event date, location, route, attendance, activities, admission structure, alcohol service, vendors, safety plan, or requested City Support. The City may require additional approvals, revise the City Support, or terminate this Agreement if a proposed change materially affects cost, risk, staffing, or the approved public purpose.

9. Insurance. At least ten (10) business days before the Event, or such other deadline approved by the City, Partner shall provide certificates of insurance and required endorsements evidencing coverage acceptable to the City. Unless the City Manager or designee approves different requirements in writing, Partner shall maintain: (a) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; (b) automobile liability insurance with a combined single limit of not less than \$1,000,000 if vehicles are used in connection with the Event; (c) workers' compensation insurance as required by Texas law and employers' liability coverage of not less than \$500,000 if Partner has employees or is otherwise required to carry such coverage; and (d) any liquor liability, participant accident, professional liability, cyber, property, or other insurance reasonably required by the City based on Event activities. The City, its officials, officers, employees, and agents shall be named as additional insureds on liability policies to the extent applicable. Coverage shall be primary and non-contributory to City insurance, and Partner shall provide waivers of subrogation in favor of the City when commercially available and requested by the City. Partner is responsible for all deductibles and self-insured retentions.

10. Indemnification. TO THE EXTENT PERMITTED BY LAW, PARTNER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FINES, PENALTIES, JUDGMENTS, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO THE EVENT OR THE ACTS OR OMISSIONS OF PARTNER, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, VENDORS, PARTICIPANTS, OR VOLUNTEERS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. THIS OBLIGATION SURVIVES TERMINATION OF THIS AGREEMENT.

11. Damage to City Property. Partner is responsible for loss of or damage to City property caused by Partner or persons for whom Partner is responsible, ordinary wear and tear excepted. Partner shall reimburse the City for reasonable repair, replacement, cleanup, or restoration costs within thirty (30) days after invoice.

12. Public Safety and City Control. The City retains exclusive authority over its employees, police officers, public works personnel, equipment, streets, rights-of-way, and facilities. Nothing in this Agreement requires a City employee to follow Partner's direction. City public-safety personnel may take any action they determine reasonably necessary to protect life, safety, property, traffic, or public order, including modifying, delaying, suspending, or terminating Event activities.

13. Vendors, Contractors, and Volunteers. Partner is responsible for its vendors, contractors, subcontractors, performers, volunteers, and other persons engaged by Partner. Partner shall ensure that they comply with applicable law and Event requirements. No such person is an employee, agent, or representative of the City.

14. No Agency; No Joint Venture. Partner is an independent entity. Nothing in this Agreement creates an agency, partnership in the legal sense, joint venture, employment relationship, or other relationship that authorizes Partner to bind the City. The term "partnership" in the Program refers only to cooperative participation in a community event.

15. City Name and Marks. Partner may identify the City as a sponsor or community partner only in the manner approved by the City. Partner shall not use the City seal, logo, trademarks, or other City marks without prior written approval. Partner shall not state or imply that the City endorses any commercial product, political position, candidate, religious message, or private organization beyond the approved Event partnership.

16. Records and Post-Event Report. Partner shall maintain records reasonably sufficient to document use of City funds and accomplishment of the approved public purposes. Within thirty (30) days after the Event, City may request the Partner to provide the City a post-event report stating attendance, activities, public benefits delivered, use of City Support, material incidents, and other information reasonably requested by the City. If monetary City funds were provided, Partner shall retain supporting financial records for at least three (3) years after the Event and make them available to the City upon reasonable request, subject to applicable law.

17. Public Information. Partner acknowledges that records in the City's possession may be subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

18. Cancellation or Termination. The City may suspend or terminate this Agreement and any remaining City Support if Partner materially breaches this Agreement, fails to obtain required permits or insurance, materially changes the Event without approval, presents an unreasonable threat to public safety, uses City Support for an unauthorized purpose, or if the City determines that an emergency or overriding municipal need requires withdrawal of City resources. When practicable, the City will provide notice and an opportunity to cure a curable breach. Partner shall promptly return any unused City funds and reimburse the City for amounts required under this Agreement.

19. Event Cancellation. Partner shall notify the City immediately if the Event is canceled or postponed. Unless otherwise approved by the City, Partner shall return any unspent City funds and is responsible for documented nonrecoverable City costs incurred specifically for the Event before cancellation. The City has no liability for Partner's lost revenue, lost profits, vendor charges, or other consequential damages arising from cancellation, postponement, or withdrawal of City Support.

20. Force Majeure. Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including severe weather, natural disaster, fire, epidemic, civil disturbance, governmental order, utility failure, or similar event; provided that this Section does not excuse repayment of unused City funds or reimbursement obligations that accrued before the force majeure event.

21. Remedies. The City's remedies are cumulative. In addition to termination, the City may withhold unpaid funds, recover improperly used funds, recover amounts owed for City services or property damage, deny future Program applications, and pursue any other remedy available at law or in equity.

22. Notice. Formal notices under this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight carrier, certified mail, or email with confirmation of receipt to the addresses listed below, or to an updated address provided in writing.

23. Assignment. Partner may not assign or transfer this Agreement or its rights to City Support without the City's prior written consent.

24. No Waiver of Governmental Immunity. Nothing in this Agreement waives or is intended to waive the City's governmental immunity, official immunity, or any other immunity or defense available under Texas law.

25. Governing Law and Venue. This Agreement is governed by the laws of the State of Texas and venue for any action arising from this Agreement shall lie in Travis County, Texas.

26. Entire Agreement; Amendments. This Agreement, including its exhibits, constitutes the entire agreement regarding the Event and City Support and supersedes prior oral or written understandings on those subjects. Any amendment must be in writing and signed by authorized representatives of both parties, except that the City may issue operational directions within the scope of already approved City Support.

27. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in effect to the fullest extent permitted by law.

28. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which will be deemed an original and all of which together constitute one instrument.

NOTICES

CITY:

City of Manor, Texas

Attn: City Manager

105 E. Eggleston Street
Manor, Texas 78653

Email: _____

PARTNER:

Attn: _____

Email: _____

Signature page to follow

CITY OF MANOR, TEXAS

PARTNER:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Draft

**EXHIBIT 1 TO PARTNERSHIP AGREEMENT
EVENT DESCRIPTION AND PUBLIC RETURN BENEFITS**

Event Name: _____

Event Date(s) and Hours:

Event Location / Route:

Approved Municipal Public Purpose(s) (for example, promoting community recreation, providing cultural and historical education, promoting civic engagement, providing family-oriented community programming, supporting arts, music, cultural programming, promoting tourism, visitor activity, and economic activity within the City, etc.):

Required Public Return Benefits (for example, public access, reduced or free admission, community participation, cultural or recreational benefits, visitor attraction, City recognition, etc.):

Required Recognition of City (if any):

Special Conditions:

EXHIBIT 2 TO PARTNERSHIP AGREEMENT

APPROVED CITY SUPPORT

City Support	Scope / Quantity / Hours	Estimated Value	Conditions
Cash sponsorship / reimbursement		\$	
Fee waivers / reductions		\$	
Police / security		\$	
Traffic control / barricades		\$	
Public Works		\$	
Parks / facilities		\$	
Sanitation		\$	
Communications / promotion		\$	
Other		\$	
Other		\$	
Other		\$	

TOTAL APPROVED NOT-TO-EXCEED VALUE OF CITY SUPPORT:

\$ _____

Approving Authority: ☐ City Manager ☐ City Council

Approval date / resolution or agenda item (if applicable): _____

Additional operational conditions:
