



DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS

City of Dripping Springs

Banquet Hall, 1042 Event Center Drive

Wednesday, July 06, 2022 at 11:00 AM

Agenda

CALL TO ORDER AND ROLL CALL

Board Members

Todd Purcell, Chair

Terry Polk, Vice Chair

Pam Owens, Secretary

Penny Reeves

Mike Carroll

Staff, Consultants & Appointed/Elected Officials

Parks & Community Services Director Andy Binz

DSRP Manager Emily Nelson

DSRP Assistant Manager Lily Sellers

Emergency Management Coordinator Roman Baligad

1. Introduction of Parks & Community Services Director Andrew Binz.

PRESENTATION OF CITIZENS

A member of the public who desires to address the Board regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the Board's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the Board. It is the request of the Board that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speaker are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens for the City Secretary. By law no action may be taken during Presentation of Citizens.

MINUTES

2. Approval of the May 11, 2022, DSRP Board regular meeting minutes.

BUSINESS

3. Discuss and consider recommendation of a Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for the use of Dripping Springs Ranch Park to host a Haunted House attraction.

- 4. Discuss and consider recommendation regarding an addendum to a Memorandum of Understanding (MOU) between the Hays County Office of Emergency Services and the City of Dripping Springs related to Emergency Sheltering at the Dripping Springs Ranch Park Event Center.**

COMMITTEE REPORTS

The following reports relate to the administration of the Dripping Springs Ranch Park Event Center. The Board may provide staff direction; however, no action may be taken.

- 5. DSRP Manager Report**

EXECUTIVE SESSION

The Dripping Springs Ranch Park Board of Directors for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The Dripping Springs Ranch Park Board of Directors for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

UPCOMING MEETINGS

Dripping Springs Ranch Park Board Meetings

August 3, 2022, at 11:00 a.m.

September 7, 2022, at 11:00 a.m.

October 5, 2022, at 11:00 a.m.

City Council & Board of Adjustment Meetings

July 12, 2022, at 5:00 p.m. (CC)

July 19, 2022, at 6:00 p.m. (CC)

July 26, 2022, at 5:00 p.m. (CC)

August 2, 2022, at 6:00 p.m. (CC & BOA)

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes Annotated. In addition, the Board may consider a vote to excuse the absence of any Board Member for absence from this meeting.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingpsrings.com, on **July 1, 2022, at 5:00 p.m.***

City Administrator

This facility is wheelchair accessible. Accessible parking spaces are available. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS

City of Dripping Springs

Banquet Hall, 1042 Event Center Drive

Wednesday, May 11, 2022 at 11:00 AM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the Board present, Chair Purcell called the meeting to order at 11:00 a.m.

Board Members present were:

Todd Purcell, Chair
Terry Polk, Vice Chair
Pam Owens, Secretary
Penny Reeves
Mike Carroll

Staff, Consultants & Appointed/Elected Officials present were:

DSRP Manager Emily Nelson
DSRP Assistant Manager Lily Sellers
City Treasurer Shawn Cox
Parks & Recreation Commissioner Hope Boatright

PRESENTATION OF CITIZENS

A member of the public who desires to address the Board regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the Board's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the Board. It is the request of the Board that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speaker are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens for the City Secretary. By law no action may be taken during Presentation of Citizens.

MINUTES

- 1. Discuss and consider approval of the March 2, 2022, Dripping Springs Ranch Park Board regular meeting minutes.**

A motion was made by Board Member Reeves to approve the March 2, 2022, Dripping Springs Ranch Park Board regular meeting minutes. Board Member Carroll seconded the motion which carried unanimously 5 to 0.

BUSINESS

DSRP Board of Directors
Regular Meeting Minutes

May 11, 2022
Page 1 of 3

2. Discuss and consider possible action regarding the Fiscal Year 2023 Dripping Springs Ranch Park Board budget recommendation.

Shawn Cox presented the staff report which is on file.

A motion was made by Board Member Reeves to approve the budget as presented. Chair Purcell seconded the motion which carried unanimously 5 to 0.

3. Discuss and consider recommendation regarding a Co-Sponsorship Agreement between the City of Dripping Springs and Pride of Dripping Springs for the Pride Rodeo.

Emily Nelson presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Board Member Reeves to recommend City Council approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Pride of Dripping Springs for the Pride Rodeo. Secretary Owens seconded the motion which carried unanimously 5 to 0.

4. Discuss and consider recommendation regarding the renewal of a Co-Sponsorship Agreement between the City of Dripping Springs and Texas Beef Initiative for roping practices and events.

Emily Nelson presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Board Member Carroll to approve the renewal of a Co-Sponsorship Agreement between the City of Dripping Springs and Texas Beef Initiative for roping practices and events. Vice Chair Polk seconded the motion which carried unanimously 5 to 0.

REPORTS

The following reports relate to the administration of the Dripping Springs Ranch Park Event Center. The Board may provide staff direction; however, no action may be taken.

Report is on file and available for review upon request.

5. DSRP Manager's Monthly Report

DSRP Manager Emily Nelson

EXECUTIVE SESSION

The Dripping Springs Ranch Park Board of Directors for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The Dripping Springs Ranch Park Board of Directors for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

The Board did not meet in Executive Session.

UPCOMING MEETINGS

DSRP Board Meetings

June 1, 2022, at 11:00 a.m.

July 6, 2022, at 11:00 a.m.

August 3, 2022, at 11:00 a.m.

City Council & Board of Adjustment Meetings

May 10, 2022, at 5:00 pm. (Moratorium Waivers)

May 17, 2022, at 6:00 p.m. (CC)

June 7, 2022, at 6:00 p.m. (CC & BOA)

June 21, 2022, at 6:00 p.m. (CC)

ADJOURN

A motion was made by Secretary Owens to adjourn the meeting. Chair Purcell seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 12:17 p.m.



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: 07/06/2022

Agenda Item Wording: Discuss and consider recommendation of a Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for the use of Dripping Springs Ranch Park to host a Haunted House attraction.

Agenda Item Requestor: Emily Nelson / Aaron Sulser

Summary/Background: After a successful Haunted House event last year, Hell Country Haunts would like to host their Haunted House at Dripping Springs Ranch Park again this year.

The changes this year:

- Move from an exterior structure into the Expansion Event Room.
- 60/40 percentage split of revenues. 10% of City's revenue will be paid to HCLE for use of the Expansion Event Room.
- The haunt will run for 2 consecutive October weekends to increase revenue. October 21-23 and October 28-30.

Staff Recommendations: Approve as presented with DSRP staff facilitating all operational needs and any additional city requirements pre and post opening of the seasonal attraction/event.

Attachments: 1. Hell Country Productions, Use Agreement

Next Steps/Schedule: Present to City Council upon approval of recommendation.

PROFESSIONAL SERVICES CONTRACT AND USE AGREEMENT

This AGREEMENT is made and entered into this, the 3rd day of October 2022 by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as “City”), and **Hell Country Productions, Inc.**, a registered Non-Profit in the State of Texas (hereinafter referred to as “Contractor”).

PREAMBLE:

WHEREAS, the City desires to offer independent Contractors to provide events and attractions in the parks; and

WHEREAS, the City finds that the contractor assumes all liability and shall be an independent Contractor as related to this agreement; and

WHEREAS, this agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party; and

WHEREAS, the Contractor will provide and operate a Haunted House and Hayride (“attraction”) in Dripping Springs Ranch Park; and

WHEREAS, the Contractor will pay the City a park use fee equal to 40% of attraction ticket sales; and

WHEREAS, the City finds that it is in the best interest of the City and its residents to provide life-enriching, seasonal attractions and events at its parks.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Duties.

A. Duties of Contractor.

- (1) Build temporary set to serve as a Haunted House that adheres to approved specifications set forth by the City of Dripping Springs’ municipal codes to obtain proper and necessary permits for event. If set is altered from original proposed/approved submission, Contractor must obtain further City approval of alterations immediately before commencing construction.
- (2) Represent the City in a professional manner.
- (3) Communicate progress and goals with Dripping Springs Ranch Park Management.
- (4) Provide a safe environment for all attraction patrons by adhering to park rules as well as any rules or laws adopted by Hays County, the City of Dripping Springs, and the State of Texas.

- (5) Engage in excellent communication and customer service while working well with the public.
- (6) Submit security plan for approval to City Emergency Management Coordinator. Providing proof of retained security during the hours of operation.
- (7) Work with City Emergency Management Coordinator and Dripping Springs Ranch Park Management to create an Emergency Action Plan for the attraction.
- (8) Provide and operate a Hayride that transports patrons from parking to the Haunted House. City Emergency Management Coordinator and Dripping Springs Ranch Park Management must approve the Hayride vehicle, related equipment, and path.
- (9) Address any complaints or concerns from attraction patrons, recording and submitting to Dripping Springs Ranch Park Management any incidents and accidents.
- (10) Contractor will provide volunteers/staffing that will direct attraction patrons to the correct location accommodating event parking.
- (11) Contractor will operate the attraction Friday, October 21 (7pm-10pm), Saturday, October 22 (7pm-11pm) and Sunday, October 23 (7pm-10pm) Friday, October 28 (7pm-10pm), Saturday, October 29 (7pm-11pm) and Sunday, October 30 (7pm-10pm) 2022. Flexibility to provide a “soft close” will be provided by on-site attraction staff and city staff to accommodate long lines and facilitate a positive attraction patron experience.
- (12) Contractor will adhere to the Traffic Control Plan prepared by the City Engineer for the attraction.
- (13) All outdoor lighting and signage shall be provided for review and approved prior to placement on site.

B. Duties of City.

- (1) The City shall provide space at Dripping Springs Ranch Park for the Contractor to construct and operate a Haunted House and to operate a Hayride.
- (2) Dripping Springs Ranch Park staff shall provide customer service by staffing the Event Center Business Office during all hours of attraction operation, provide for the attraction ticket sales, and support attraction operations.
- (3) City shall provide a safe, clean, and well-kept location at Dripping Springs Ranch Park for hosting the attraction.
- (4) City Engineer shall submit a Traffic Control Plan for the attraction to Dripping Springs Ranch Park Management and the Contractor.
- (5) Dripping Springs Ranch Park Management will work with Contractor and with City Communications & Marketing Director on all print, internet, and social media advertisement and marketing. City Communications & Marketing Director will

oversee and approve all advertising and media for the attraction.

- 2. Duration.** The term of this Agreement shall be for beginning on Sunday, October 3, 2022, and ending on Sunday, November 6, 2022. With hours of operation limited to Friday, October 21 (7pm-10pm), Saturday, October 22 (7pm-11pm) and Sunday, October 23 (7pm-10pm) Friday, October 28 (7pm-10pm), Saturday, October 29 (7pm-11pm) and Sunday, October 30 (7pm-10pm) 2022. Flexibility to provide a “soft close” will be provided by on-site attraction staff and city staff to accommodate long lines and facilitate a positive attraction patron experience.

This agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party.

The City, at its sole discretion for any reason whatsoever, may cancel this agreement at any time and without prior notice if the City determines that the activity is not in the best interest of the City.

3. Pay/Fees.

- A.** All fees are subject to final approval by the City Council at the recommendation of the Parks and Community Services staff.
 - B.** Contractor will pay a Use Fee equal to 40% of gross attraction ticket sale revenue to have exclusive use of the Expansion Event Room at Dripping Springs Ranch Park. City will pay Hays County Livestock Exposition 10% of the City’s revenue for use of the Expansion Event Room.
 - C.** City will pay the Contractor 60% of the gross attraction ticket sale revenue collected by city staff through ticket sales. 10% of the Contractor’s revenue shall be donated to a 501(c)(3) of the Contractor’s choice. Payment will be accompanied by an accurate system-generated report accounting of total sales no later than seven business days after the conclusion of the event and presence of Contractor on premises, November 6, 2022.
- 4. Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

To the Contractor:

Hell Country Productions, Inc.
Attn: Aaron Sulser
1032 Blue Ridge Dr.
Dripping Springs, TX 78620

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address for notices at any time with seven (7) days written notice to the other party.

5. General Provisions.

- A. Relationship of Parties:** It is understood by the parties that Contract Instructor is an independent Contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of independent Contractor. The City may contract with other individuals or firms for entertainment services.
- B. Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment "A". Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.
- C. Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor.
- D. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- E. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).
- F. Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither CITY nor Instructor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
- G. Entire Agreement:** The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

H. Effective Date: This Agreement shall become effective commencing on the date of execution as indicated below.

I. Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

J. Enforcement and Venue: This Agreement shall be construed under and according to the laws of the State of Texas and venue for enforcement shall be in Hays County.

K. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

IN WITNESS WHEREOF, the City of Dripping Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Secretary, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF DRIPPING SPRINGS:

CONTRACTOR:

Bill Foulds, Jr., Mayor

Aaron Sulser, Hell Country Productions, Inc

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.



ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN HAYS COUNTY OFFICE OF EMERGENCY SERVICES (HAYS COUNTY) AND CITY OF DRIPPING SPRINGS (CODS) RELATED TO ANIMAL SHELTER AT THE DRIPPING SPRINGS RANCH PARK INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS AND HAYS COUNTY FOR SHORT-TERM SHELTER DURING A MANDATORY EVACUATION

This ~~AGREEMENT~~ ADDENDUM is entered into by and between the City of Dripping Springs, Texas (“Dripping Springs”) and the Hays County, Texas (“Hays County”) pursuant to the authority granted and in compliance with the provisions of the “INTERLOCAL COOPERATION ACT,” (“Act”) Chapter 791, Texas Government Code and under Chapter 421 (Homeland Security), Texas Government Code and as an Addendum to the Memorandum of Understanding (MOU) between Hays County Office of Emergency Services and City of Dripping Springs.

WITNESSETH:

WHEREAS, the Hays County Office of Emergency Services is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and,

WHEREAS, the City of Dripping Springs and the Hays County Office of Emergency Services had entered into a Memorandum of Understanding related to animal shelter services at the Dripping Spring Springs Ranch Park on or around March 2022; and

WHEREAS, Hays County has requested that the City of Dripping Springs accommodate evacuees with shelter needs for individuals within Hays County in addition to the provision of animal shelter services as provided in the MOU; -and,

WHEREAS, in the event of an emergency event in the State of Texas, local, and ~~regional infrastructure~~ regional infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to

effectively respond to a potential evolving event or to support the response to an actual event; and,

WHEREAS, the City of Dripping Springs and Hays County desire to have adequate emergency response provisions in place in the event of a declared state of emergency and mandatory evacuation related to person and animal animal sheltering; and,

WHEREAS, an emergency event and/or an “Order of Mandatory Evacuation” may require that some persons in Hays County, with the exception of essential emergency personnel, immediately evacuate certain areas of the County; and,

WHEREAS, Dripping Springs intends to provide short-term shelter for these Hays County residents subject to the terms and conditions as specified in this Interlocal Agreement Addendum to the MOU; and,

WHEREAS, pursuant to the Act, Hays County is authorized to contract with eligible entities to perform government functions and homeland security services; and,

WHEREAS, Dripping Springs is an eligible entity under the Act and desires to contract with the Hays County on the terms described herein; and,

WHEREAS, in accordance with the Act, Hays County and Dripping Springs recognize that any payments for the performance of governmental functions or services are from available current revenues and the parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for the shelter operations; and,

WHEREAS, the parties agree that the respective rights, duties, and obligations, regarding this joint project are as specified in this Interlocal Agreement Addendum to the MOU; now therefore,

For and in consideration of the mutual covenants, obligations, and benefits hereunder, the parties do hereby agree as follows:

I. STATEMENT OF RESPONSIBILITIES

A. HAYS COUNTY:

Hays County shall be responsible for coordinating the need for shelter operations and assisting with any needed transportation to and from Dripping Springs Ranch Park during a mandatory evacuation or related need for shelter.

Sheltered individuals will have the opportunity to bring pets subject to certain conditions, Hays County will use its best efforts to require and/or provide animal carriers and animal supplies.

Hays County shall be responsible for collecting data and identifying individuals who seek shelter, including those individuals with medical needs. The parties anticipate that the individuals with medical needs will constitute less than ten percent of the evacuees/individuals to be sheltered.

Hays County will not transport for sheltering under this Agreement individuals requiring extensive medical oversight or individuals receiving care in an institutional setting.

Within 60 days of the execution of this [AgreementAddendum](#), and by April 1 of each year in which this [AgreementAddendum](#) is in effect, Hays County will use its best effort to provide Dripping Springs a numerical summary of persons expected to be sheltered under this [AgreementAddendum](#) for the purpose of pre-planning only. The summary shall show the categories of evacuees (e.g., general population, city personnel and family, medical caretakers, medical needs evacuees, etc.), the number in each category and residential origin.

Hays County will use its best efforts to educate all residents seeking shelter to bring bedding, toiletries, prescription medication, and necessary mobility devices.

Hays County agrees to cooperate with Dripping Springs in the process of seeking FEMA and State direct reimbursement for the services provided under this [AgreementAddendum](#).

B. CITY OF DRIPPING SPRINGS:

Dripping Springs shall provide short-term shelter, to not exceed seven (7) calendar days, a maximum of 200 Hays County residents requiring shelter. Hays County will operate the shelter facilities and arrange for mass feeding and other appropriate support, either directly or through other entities as described in the shelter hub plan. Dripping Springs Ranch Park reserves the right to determine the number and location of shelter facilities.

Dripping Springs will use its best efforts to provide medical shelters and necessary care for individuals who require medical support services.

Dripping Springs will coordinate and provide shelter and necessary care including supplies for all transported pets. Dripping Springs will use its best efforts to locate animal shelters next to evacuation shelters.

Dripping Springs may provide certain services and resources delineated in this [agreementAddendum](#) through cooperating entities as described in the Shelter Hub Plan,

II. COSTS

Hays County and **Dripping Springs shall be solely responsible for the planning, support, and all aspects** of the operation of the services respectively performed by each one and contemplated by this [AgreementAddendum](#), including all legal and financial obligations without limitation including those of their employees and agents. Each Party agrees to cooperate in the process of seeking FEMA and State direct reimbursement for the services provided under this

AgreementAddendum. In the event neither FEMA nor the State reimburses Dripping Springs for operation of the shelters, Dripping Springs agrees that any payment for the performance of services detailed in this AgreementAddendum shall be made from current revenues available. All expenses incurred by the City of Dripping Springs will be reimbursed by Hays County. All expenditures will be recorded and will be provided to Hays County.

III. MANAGEMENT OF SERVICES

Hays County will use its best efforts to provide Dripping Springs sufficient advance notice of the Hays County intent to declare a mandatory evacuation or other order that requires use of the Dripping Springs Ranch Park for shelter. The Hays County Judge or designee shall be responsible for communicating its intent to implement this AgreementAddendum. Hays County will provide Dripping Springs timely notice of the number of individuals to be sheltered and the estimated time of arrival.

The Parties will adopt procedures by which the Parties will communicate, coordinate, and implement actions and responsibilities relating to the performance of this AgreementAddendum. The Parties agree to conduct an annual evaluation of the procedures so that a more efficient and effective operation may be achieved.

In the event that extraordinary or major modifications to the terms of this AgreementAddendum are necessary during the performance of this AgreementAddendum, direct Communications shall be undertaken between the Hays County Judge and the Mayor of the City of Dripping Springs to establish the modifications. Minor or routine modifications shall be accomplished through the designated emergency management personnel.

IV. TERM OF AGREEMENTADDENDUM

The term of this Addendum runs concurrently with the Memorandum of Understanding.
~~greement is one year commencing on _____, 2022 and continuing until _____, 2024 unless earlier terminated by providing 90 days written notice Therefore, subject to each of the Parties written consent, this Agreement shall renew for 2 year terms up to a total of five (5) such terms, unless earlier terminated.~~

V. LIABILITY; NO WAIVER OF IMMUNITY

To the extent authorized by the Constitution and laws of the State of Texas, the Parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this AgreementAddendum or amendment thereto. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder, Each party to this AgreementAddendum expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this AgreementAddendum, not due to the negligence, fraud, or illegal conduct of the other party.

It is expressly understood and agreed that under this [AgreementAddendum](#) neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

In providing services under this [AgreementAddendum](#), Dripping Springs is furnishing homeland security services and shall not be responsible for any civil liability arising from the furnishing of the services as provided by Section 421.062 of the Government Code.

VI. MUTUAL AGREEMENTS

A. Entire Agreement. This [agreementAddendum with the MOU](#) sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this [AgreementAddendum](#). No modification or, or waiver of any right under, this [AgreementAddendum](#) will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this [AgreementAddendum](#).

B. Severability. The phrases, clauses, sentences, paragraphs or section of this [AgreementAddendum](#) are severable and, if any phrase, clause, sentence, paragraph, or section of this [AgreementAddendum](#) should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this [AgreementAddendum](#).

C. State Law and Venue Determination. This [AgreementAddendum](#) shall be subject to and governed under the laws of the State of Texas. All Local, State and Federal laws shall supersede any provisions made in this [AgreementAddendum](#). Any provision so effected will not negate the rest of the [AgreementAddendum](#).

The parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes arising from the Dripping Springs shelter shall be in Hays County, Texas.

D. Paragraph Readings. The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this [AgreementAddendum](#) are for convenience only and shall in no way define, limit, or describe the scope or intent of this [AgreementAddendum](#) or any part of it.

E. Understanding, Fair Construction. By execution of this [AgreementAddendum](#), the parties acknowledge that they have read and understand each provision, term, and obligation contained in this [AgreementAddendum](#). This [AgreementAddendum](#), although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

F. Assignment. Neither party may assign this [AgreementAddendum](#) without the prior written consent of the other party.

This [AgreementAddendum and its accompanying MOU](#) shall be administered by the appropriate persons, on behalf of the City of Dripping Springs and the Hays County, as appointed by them to perform such duties. Each party paying for the performance of governmental functions or services under this [agreementAddendum](#) agrees that it will make those payments from current revenues available to the paying party and represents that there are sufficient current revenues to make such payments. The Parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for the transportation and shelter operations.

HAYS COUNTY, TEXAS

By:

By:
Title:

Date Signed

CITY OF DRIPPING SPRINGS, TEXAS

By:

By:
Title:

Date Signed

Attest:

City Secretary

MANAGER REPORT



MAY | JUNE

We're having a heat wave

Written by Emily Nelson

The heat wave has fully settled in at Ranch Park. Events through May and June were definitely the warmest we have seen so early in the season. There is a need to improve our ventilation with roof coatings and ventilation fans that will help circulate the hot air that gets trapped.

Rodeo was a huge success. Ag Boosters and DSRP staff worked closely together to execute a smooth experience for guests. Saturday was standing room only. While selling tickets, we were excited to meet so many out of town guests--even international guests!

Coyote Kids Summer Camp started in June with all sessions sold out with waiting lists. Kids have been utilizing all areas of the park and enjoying nature.

Tween Scene is back and each Thursday has brought over 100 kids. Parks and Community Services Staff has been assisting us with the extra hands needed to pull off this endeavor.

HIGHLIGHTS AND PREVIEWS



“

Thanks for a fun (and hot!) day! We had a blast!

--Poker Trail Ride Participant

“



Coming Soon in July

TWEEN SCENE

Thursday 7PM-9PM

DSRP Dressage Summer Sizzle

July 16-17

Big Tex Gun Show

July 23-24

THCBRA Barrel Race

July 29-31