



FOUNDERS DAY COMMISSION MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Monday, January 23, 2023 at 6:30 PM

Agenda

CALL TO ORDER AND ROLL CALL

Commission Members

Brenda Medcalf, Chair
Jake Adams, Vice Chair
Susan Warwick, Secretary
Brian Daniel
Darrell Debish
Lisa Garza
Sharon Goss
Clinton Holtzendorf
Dee Marsh
Michael Monaghan
Jeff Shindler
Brad Thomas
Brian Varnell

Staff, Consultants & Appointed/Elected Officials

Parks & Community Services Director Andy Binz
Community Events Coordinator Johnna Krantz
DSRP Program Coordinator Caylie Houchin
People & Communications Director Lisa Sullivan
Content Marketing Specialist Stephanie Hartnett
Council Member Sherrie Parks

PRESENTATION OF CITIZENS

A member of the public who desires to address the Commission 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 Commission'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 January 9, 2023, Founders Day Commission regular meeting minutes.**

BUSINESS

- 2. Discuss and consider possible action regarding Founders Day Purchases and Agreements.**
- 3. Discuss and consider recommendation regarding Founders Day Participation Agreements with the Lions Club regarding Carnival and Food.**
- 4. Discuss and consider recommendation regarding a Founders Day Participation Agreement with St. Martin de Porres Catholic Church regarding Arts & Crafts Booths.**
- 5. Discuss and consider recommendation regarding a Founders Day Participation Agreement with the Dripping Springs Cook-Off Club regarding Cooker's Booths.**

STANDING COMMITTEE REPORTS

The following reports relate to the administration and planning of the Founders Day Festival. The Commission may provide staff direction; however, no action may be taken.

- 6. Arts & Crafts Committee**
Commissioner Monaghan
- 7. Carnival & Food Committee**
Commissioners Goss and Warwick
- 8. Entertainment Committee**
Commissioners Thomas and Daniel
- 9. Parade Committee**
Commissioners Medcalf and Holtzendorf
- 10. Publicity Committee**
Commissioners Adams, Holtzendorf, Daniel, Marsh and Lisa Sullivan
- 11. Sanitation Committee**
Commissioner Hans
- 12. Security Committee**
Commissioners Medcalf and Debish
- 13. Site Plan Committee**
Commissioners Monaghan, Shindler and Medcalf
- 14. Sponsorship & Underwriting Committee**
Commissioners Adams, Debish, Daniel and Marsh

15. Traffic & Parking Committee
Commissioners Medcalf and Debish

16. Volunteer Committee
Community Events Coordinator Johnna Krantz

UPCOMING MEETINGS

Founders Day Commission Meetings

February 13, 2023, at 6:30 p.m.

February 27, 2023, at 6:30 p.m.

March 13, 2023, at 6:30 p.m.

March 27, 2023, at 6:30 p.m.

City Council Meetings

February 7, 2023, at 6:00 p.m.

February 21, 2023, at 6:00 p.m.

March 7, 2023, at 6:00 p.m.

March 21, 2023, at 6:00 p.m.

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 Commission may consider a vote to excuse the absence of any Commissioner 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.cityofdrippingsprings.com, on **January 20, 2023, at 11:45 a.m.***

City Secretary

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.



FOUNDERS DAY COMMISSION MEETING
City of Dripping Springs
 Council Chambers, 511 Mercer St, Dripping Springs, TX
 Monday, January 09, 2023 at 6:30 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the Commission present, Chair Medcalf called the meeting to order at 6:33 pm.

Commission Members present:

Brenda Medcalf, Chair
 Jake Adams, Vice Chair
 Susan Warwick, Secretary
 Brian Daniel
 Darrell Debish
 Sharon Goss
 Larry Hans
 Clinton Holtzendorf
 Dee Marsh
 Michael Monaghan
 Jeff Shindler
 Brian Varnell

Commission Members absent:

Brad Thomas

Staff, Consultants & Appointed/Elected Officials present:

Community Events Coordinator Johnna Krantz
 Parks & Community Services Director Andrew Binz
 People & Communications Director Lisa Sullivan
 Content Marketing Specialist Stephanie Hartnett

A motion was made by Commissioner Monaghan to excuse tonight's absence of Commissioner Thomas. Commissioner Daniel seconded the motion which carried unanimously 11 to 0.

1. Introduction of new Community Events Coordinator Johnna Krantz.

Director Binz introduced new Community Events Coordinator Johnna Krantz.

Director Sullivan introduced Content Marketing Specialist Stephanie Hartnett

PRESENTATION OF CITIZENS

A member of the public who desires to address the Commission 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 Commission'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.

No citizens spoke during the Presentation of Citizens.

MINUTES

2. Discuss and consider approval of the November 14, 2022, Founders Day Commission regular meeting minutes.

A motion was made by Commissioner Monaghan to approve the November 14, 2022, Founders Day Commission regular meeting minutes. Commissioner Hans seconded the motion which carried unanimously 11 to 0.

STANDING COMMITTEE REPORTS

The following reports relate to the administration and planning of the Founders Day Festival. The Commission may provide staff direction; however, no action may be taken.

3. Arts & Crafts Committee *Commissioner Monaghan*

Vendor applications were emailed to last year's vendors. Application is posted on city website. Vendors may submit applications and make payment online or they may mail application and check. Adherence to the City Canopy Ordinance will be emphasized in communication with vendors.

4. Carnival & Food Committee *Commissioners Goss and Warwick*

Food vendor booths are full.

Commissioner Goss and the Carnival will arrange with DS Ranch Park for designated area and electricity for RVs for the duration of the event and for staging of rides prior to setup.

Commissioner Adams asked if there is an opportunity for local restaurants to participate as food vendors. Discussion was tabled for another time.

5. Entertainment Committee

Commissioners Thomas and Daniel

The lineup should be set next month.

Since the Stephenson Building will not be available, an RV and a portable Restroom will be leased to serve as the Green Room.

6. Parade Committee

Commissioners Medcalf and Daniel

Applications for parade participation will be posted on March 1. The theme of this year's parade is still to be determined.

7. Publicity Committee

Commissioners Adams, Holtzendorf, Daniel, Marsh and Lisa Sullivan

Director Sullivan will continue to promote early sponsorships on social media. The "Seeking Sponsors" banner needs to be placed by the 290/12 intersection as soon as possible.

8. Sanitation Committee

Commissioner Hans

Waste Connections will deliver the dumpsters. Texas Disposal System has presented the lowest bid for portable bathrooms. Additional portable bathrooms will be placed in the staging area for the parade on Friday.

9. Security Committee

Commissioners Medcalf and Debish

Commissioner Debish is arranging for security for the event. His cost estimates are running possibly \$6000 more than budgeted.

10. Site Plan Committee

Commissioners Monaghan, Shindler and Medcalf

Maps for various areas have been prepared.

Since there were only four to six Uber/Lyft drop-offs last year, the drop off area will be converted to parking for Mercer Street merchants.

11. Sponsorship & Underwriting Committee

Commissioners Adams, Debish, Daniel and Marsh

VIP party options are being explored. The sponsorship committee members need to be informed as soon as sponsorship checks have arrived.

The Founders Day Commission must see all contracts before they are sent out. Invoices need to be paid promptly. We have some outstanding invoices from last year.

12. Traffic & Parking Committee*Commissioners Medcalf and Debish*

Coordinator Krantz will check to be sure we have TXDOT plan approval.

More barricades are needed Friday night to protect the parade participants as they travel Highway 290 from Bluff Street back to the staging area.

The DS Rotary Club is interested in running the shuttle busses on Saturday of the event. Joe Peterson (or another Rotarian) will attend our next meeting. A deposit needs to be made as soon as possible to reserve the busses.

13. Volunteer Committee*Community Events Coordinator Johnna Krantz***UPCOMING MEETINGS****Founders Day Commission Meetings**

January 23, 2023, at 6:30 p.m.

February 13, 2023, at 6:30 p.m.

February 27, 2023, at 6:30 p.m.

City Council Meetings

January 21, 2023, at 6:00 p.m.

February 7, 2023, at 6:00 p.m.

February 21, 2023, at 6:00 p.m.

ADJOURN

A motion was made by Commissioner Daniel to adjourn the meeting. Commissioner Holtzendorf seconded the motion which carried unanimously 11 to 0.

This regular meeting of the Founders Day Commission was adjourned at 8:00 pm.

Susan Warwick

Susan Warwick, Secretary

Founders Day Commission



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

Submitted By: Johnna Krantz, Community Events Coordinator

Commission Meeting Date: January 23, 2023

Agenda Item Wording: Discuss and consider possible action regarding Founders Day Purchases and Agreements.

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: Review of the City of Dripping Springs requirements for purchases and agreements for the 2023 Founders Day event.

Staff Recommendations: No recommendation.

Attachments: Founders Budget Report
Founders Day Participation Agreement Template
Personal Services Agreement Template

Next Steps/Schedule: NA



City of Dripping Springs, TX

Item 2.
Budget Report
Account Summary

For Fiscal: FY 2022-2023 Period Ending: 01/31/2023

DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
100-404-45000	FD Craft/Business Booths	6,250.00	6,250.00	0.00	0.00	-6,250.00	100.00 %
100-404-45001	FD Food Booths	1,100.00	1,100.00	0.00	0.00	-1,100.00	100.00 %
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
100-404-45003	FD Carnival	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
100-404-45004	FD Parade Registration Fees	3,750.00	3,750.00	0.00	0.00	-3,750.00	100.00 %
100-404-45005	FD Sponsorships	82,500.00	82,500.00	0.00	0.00	-82,500.00	100.00 %
100-404-45006	FD Parking Fees	1,700.00	1,700.00	0.00	0.00	-1,700.00	100.00 %
100-404-45007	FD Electric Fees	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	Revenue Total:	112,900.00	112,900.00	0.00	0.00	-112,900.00	100.00%
Expense							
100-404-63019	FD Clean Up	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
100-404-63038	FD Transportation	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
100-404-64016	FD Event Supplies	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-404-64017	FD Event Tent, Table, & Chairs	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
100-404-64018	FD Barricades	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00 %
100-404-65007	Portable Toilets	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
100-404-65016	FD Electricity	6,400.00	6,400.00	0.00	0.00	6,400.00	100.00 %
100-404-66008	FD Parade	650.00	650.00	0.00	0.00	650.00	100.00 %
100-404-66009	FD Publicity	9,500.00	9,500.00	1,523.10	1,523.10	7,976.90	83.97 %
100-404-66010	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	0.00	22,500.00	100.00 %
100-404-66012	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-404-68005	FD Security	32,500.00	32,500.00	0.00	0.00	32,500.00	100.00 %
100-404-68006	FD Health, Safety & Lighting	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00 %
100-404-70002	FD Contingencies	3,438.01	3,438.01	0.00	0.00	3,438.01	100.00 %
	Expense Total:	146,488.01	146,488.01	1,523.10	1,523.10	144,964.91	98.96%
	Fund: 100 - General Fund Surplus (Deficit):	-33,588.01	-33,588.01	-1,523.10	-1,523.10	32,064.91	95.47%
	Report Surplus (Deficit):	-33,588.01	-33,588.01	-1,523.10	-1,523.10	32,064.91	95.47%

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue	112,900.00	112,900.00	0.00	0.00	-112,900.00	100.00%
Expense	146,488.01	146,488.01	1,523.10	1,523.10	144,964.91	98.96%
Fund: 100 - General Fund Surplus (Deficit):	-33,588.01	-33,588.01	-1,523.10	-1,523.10	32,064.91	95.47%
Report Surplus (Deficit):	-33,588.01	-33,588.01	-1,523.10	-1,523.10	32,064.91	95.47%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-33,588.01	-33,588.01	-1,523.10	-1,523.10	32,064.91
Report Surplus (Deficit):	-33,588.01	-33,588.01	-1,523.10	-1,523.10	32,064.91

Draft



DRIPPING SPRINGS
Texas

FOUNDERS DAY FESTIVAL 2023

Participation Agreement

This *Founders Day 2023 Participation Agreement* ("Agreement") is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and Draft ("Contractor").

2. **DEFINITIONS:**

- (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
- (b) **City Council:** The governing body of the City of Dripping Springs.
- (c) **Event:** The Founders Day Festival, a civic celebration
- (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.

3. **DESCRIPTION:** Contractor is hereby engaged to perform the following services or provide the following goods: _____

more particularly described in *Attachment "A"*, which is incorporated herein for all intents and purposes.

4. **SCOPE:** This Agreement applies to Contractor's participation in the Event, which shall be conducted _____

5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. Contractor's participation in the Event shall be at the following site: _____

Draft

6. CONSIDERATION:

- 6.1 In consideration of Contractor's participation in the Event,
(a) City agrees to pay Contractor as follows: _____
- 6.2 Such fee shall be due and payable by check payable at the party's principal place of business no later than _____.

7. SUPPLIES:

- 7.1 Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.2 City shall provide the staging, public address system, amplification equipment, and lighting.
- 7.3 Other: Additionally, the City agrees to provide Contractor with the following: _____

8. UTILITIES: City agrees to provide Contractor with access to the following utilities for the limited purposes of Contractor's performance under this Agreement:

- (a) Electricity: _____
- (b) Water: _____

9. DURATION: This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

10. TERMINATION:

- 10.1 This Agreement may be terminated by mutual consent of the parties.
- 10.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the Event.
- 10.3 Termination shall release each party from all obligations of this Agreement, except as specified below.
- 10.4 Termination of this Agreement, as provided above, shall not prohibit or impair any claim by either party based upon any breach of this Agreement.
- 10.5 The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.
- 10.6 *Force Majeure:* In situations in which Contractor's participation in the Event is delayed, cancelled or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

11. SITE MAINTENANCE:

- 11.1 Contractor shall not perform waste or damage the site.
- 11.2 Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.

Draft

- 11.3 Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.
- 11.4 Contractor shall provide trash can and remove all trash it generates from the Event.

12. INDEPENDENT CONTRACTOR: The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

13. SAFETY: Contractor shall abide by all state, federal and local rules and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

14. INSURANCE:

- 14.1 **City Insurance:** As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.
- 14.2 **Contractor's Insurance:** Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

15. INDEMNIFICATION: CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

16. RULES: The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

17. ASSIGNMENT: Instructor'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.

18. MANDATORY DISCLOSURES: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contract Instructor 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).

19. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

Draft

20. NOTICES: Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below:

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Contractor:

Attn: Draft

Phone: _____

21. ASSIGNMENT: Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.

22. BINDING ON SUCCESSORS: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

23. SEVERABILITY: Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

24. MERGER: This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.

25. MODIFICATIONS: All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

26. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

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Item 2.

CITY OF DRIPPING SPRINGS:

CONTRACTOR:

Michelle Fischer, City Administrator

Draft

Signature

Draft

Printed Name and Title

Date

Draft

Date

Draft

PERSONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the ___ day of ___ 2023, and between the City of Dripping Springs, Texas (hereinafter referred to as the "City") and Draft, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. **Description of Services.** The City and Contractor agree to the following:

Contractor will provide _____ services during the 2023 Founders Day Festival on April _____, 2023 from _____ .m. to _____ .m.

All services will be performed in a courteous and professional manner.

2. **Term.** This Agreement runs from the date of execution to April 30, 2023 or when all services and payment are rendered, whichever comes last.

3. **Payment for Services.** The City will compensate Contractor _____ dollars (\$_____). If this Agreement and all required documentation is finalized by April 14, 2023, then the Contractor will be paid the day of the event. If this Agreement is not finalized or any document is missing on April 14, 2023, then the payment will be provided within seven (7) days of execution of this Agreement. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.

4. **Relationship of Parties.** It is understood by the parties that Contractor 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 Contractor. The City may contract with other individuals or firms for legal services.

5. **Termination.** This Agreement may be terminated by mutual consent of the parties or by either party thirty (30) days prior to the commencement of the Event.

6. **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, Contractor's employees, if any, and Contractor's agents.

7. **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.

8. **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). The Contractor must also

Draft

provide a W-9 to the City prior to payment if payment is greater than \$600.

9. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. **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.

11. **Applicable Law and Venue.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue to enforce or interpret any aspect of this Agreement shall lie in Travis County, Texas.

12. **Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

THE CITY:
City of Dripping Springs

CONTRACTOR:

Michelle Fischer
City Administrator

~~_____~~
O Draft

Contractor

Date

~~_____~~
Draft

Date



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

Submitted By: Johnna Krantz, Community Events Coordinator

Commission Meeting Date: January 23, 2023

Agenda Item Wording: Discuss and consider recommendation regarding Founders Day Participation Agreements with the Lions Club regarding Carnival and Food.

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: The Dripping Springs Lions Club would provide entertainment by The Mighty Thomas Carnival, as well as food vendor booths during the 2023 Founders Day Festival. The Carnival would be located at the City Hall Property, Mercer St., and DSISD Administration Property. Food vendor booths would be located in the Right-of-Way inside the Designated Founders Day Area.

The DS Lions Club would pay the City 25% of the profits from the carnival and 25% of booth rental fees with an electrical reimbursement fee of \$20.00 per food vendor, no later than May 12th, 2023.

Staff Recommendations: Staff recommends the approval of the Founders Day 2023 Participation Agreement with the Lions Club.,

Attachments: Lions Club Founders Day 2023 Participation Agreement

Next Steps/Schedule: Execute the Lions Club Founders Day 2023 Participation Agreement



FOUNDERS DAY FESTIVAL 2023

Participation Agreement

This *Founders Day 2023 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and Dripping Springs Lions Club (“Contractor”).
2. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
 - (b) **City Council:** The governing body of the City of Dripping Springs.
 - (c) **Event:** The Founders Day Festival, a civic celebration
 - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide The Mighty Thomas Carnival.
1. **SCOPE:** is Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A”. This Agreement is performable at the 2023 Founders Day Festival at April 28-30, 2023.
2. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. Lions Club will contract with the Mighty Thomas Carnival (MTC)- MTC will set up at the City Hall Property, Mercer Street Right of Way and DSISD Administration Property (more fully described in the Use Agreement between the City of Dripping Springs, the Dripping Springs Lions Club and the Dripping Springs Independent School District).
3. **CONSIDERATION:**
 - 3.1 In consideration of Contractor’s participation in the Event, the Contractor agrees to pay the City 25% of the profits.
 - 3.2 Such fee shall be due and payable by check payable at the party’s principal place of business no later than 5:00 p.m., May 12th, 2023.

Commented [LM1]: This seems early?

4. SUPPLIES:

4.1 Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

5. DURATION: This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

6. TERMINATION:

6.1 This Agreement may be terminated by mutual consent of the parties.

6.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the Event.

6.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

6.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.

6.5 The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.

6.6 *Force Majeure:* In situations in which Contractor's participation in the Event is delayed, cancelled, or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

7. SITE MAINTENANCE:

7.1 Contractor shall not perform waste or damage the site.

7.2 Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.

7.3 Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.

7.4 Contractor shall provide trash cans and remove all trash it generates from the Event.

8. INDEPENDENT CONTRACTOR: The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

9. SAFETY: Contractor shall abide by all state, federal and local rules, and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

10. INSURANCE:

10.1 City Insurance: As the Event’s primary sponsor and lead organizer, the City confirms that is has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

10.2 Contractor’s Insurance: Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor’s general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

11. INDEMNIFICATION: CONTRACTOR, CONTRACTOR’S AGENT’S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY’S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR’S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

12. RULES: The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

13. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

14. NOTICES: Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party’s address as set forth below:

To the City:
City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Contractor:
DS Lions Club
Attn: _____

Commented [LM2]: Is Lions Club contracting directly with the Carnival so we are not?

15. ASSIGNMENT: Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.

16. BINDING ON SUCCESSORS: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

17. SEVERABILITY: Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

18. MERGER: This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.

19. MODIFICATIONS: All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

20. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

CITY OF DRIPPING SPRINGS

DS Lions Club

Michelle Fischer, City Administrator

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

Attachment A







FOUNDERS DAY FESTIVAL 2023

Participation Agreement

This *Founders Day 2023 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and Dripping Springs Lions Club (“Contractor”).
2. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
 - (b) **City Council:** The governing body of the City of Dripping Springs.
 - (c) **Event:** The Founders Day Festival, a civic celebration
 - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide Food Vendor Booths.
4. **SCOPE:** is Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A”. This Agreement is performable at the 2023 Founders Day Festival from April 28-30, 2023.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. All Food Vendor Booths located within the Rights-of-Way in the Designated Founders Day Area (map attached).
6. **CONSIDERATION:**
 - 6.1 In consideration of Contractor’s participation in the Event, the Contractor agrees to pay the City 25% of the profits and \$20.00 per food vendor for electricity reimbursement.
 - 6.2 Such fee shall be due and payable by check payable at the party’s principal place of business no later than 5:00 p.m May 13th, 2023.
7. **SUPPLIES:**

Commented [LM1]: This seems early.

7.1 Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

8. DURATION: This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

9. TERMINATION:

- 9.1** This Agreement may be terminated by mutual consent of the parties.
- 9.2** This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the Event.
- 9.3** Termination shall release each party from all obligations of this Agreement, except as specified below.
- 9.4** Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- 9.5** The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.
- 9.6** *Force Majeure:* In situations in which Contractor's participation in the Event is delayed, cancelled, or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

10. SITE MAINTENANCE:

- 10.1** Contractor shall not perform waste or damage the site.
- 10.2** Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.
- 10.3** Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.
- 10.4** Contractor shall provide trash can and remove all trash it generates from the Event.

11. INDEPENDENT CONTRACTOR: The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

12. SAFETY: Contractor shall abide by all state, federal and local rules, and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

13. INSURANCE:

13.1 City Insurance: As the Event’s primary sponsor and lead organizer, the City confirms that is has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

13.2 Contractor’s Insurance: Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor’s general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

14. INDEMNIFICATION: CONTRACTOR, CONTRACTOR’S AGENT’S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY’S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR’S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

15. RULES: The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

16. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

17. NOTICES: Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party’s address as set forth below:

To the City:
City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Contractor:
DS Lions Club
Attn: _____

18. ASSIGNMENT: Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.

19. BINDING ON SUCCESSORS: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

20. SEVERABILITY: Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

21. MERGER: This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.

22. MODIFICATIONS: All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

23. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

CITY OF DRIPPING SPRINGS

DS Lions Club

Michelle Fischer, City Administrator

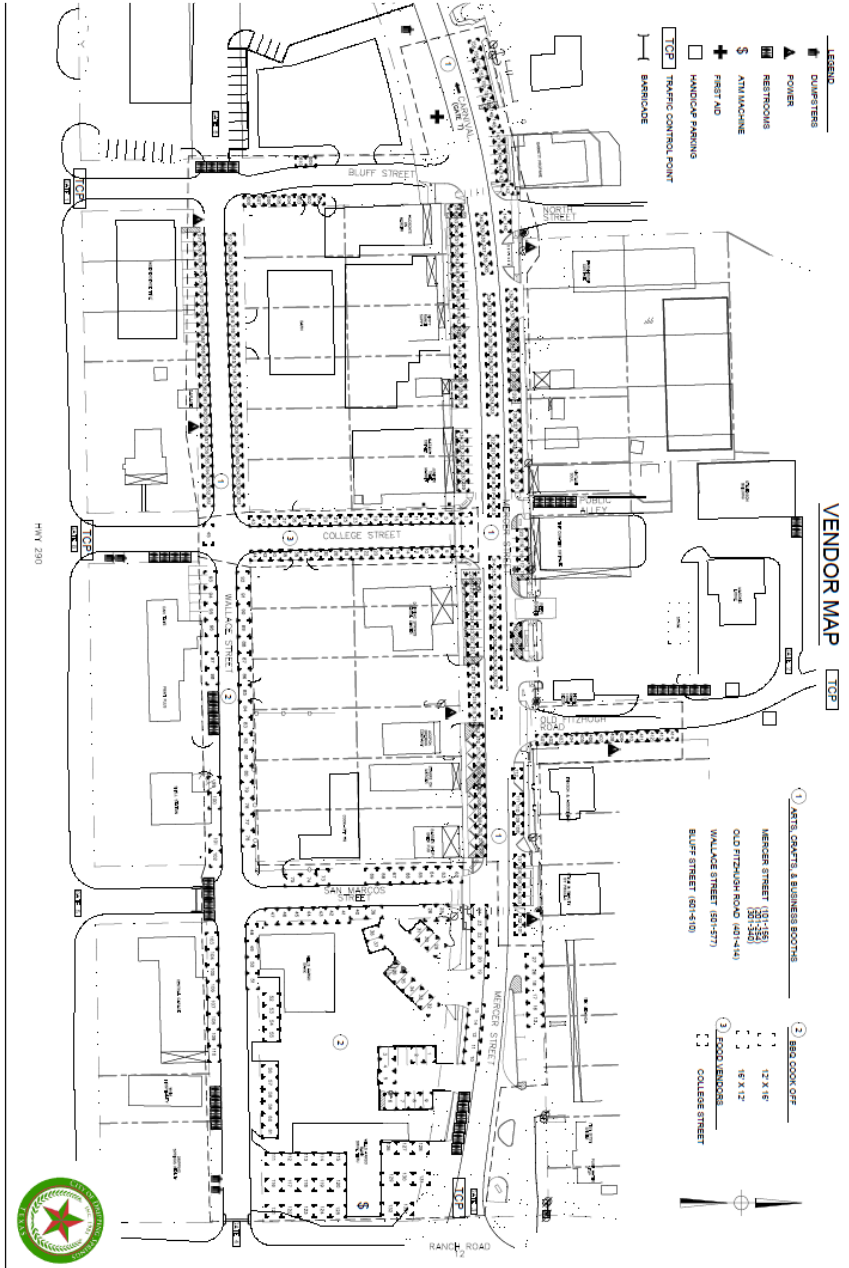
Date

Date

ATTEST:

Andrea Cunningham, City Secretary

Attachment A





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

Submitted By: Johnna Krantz, Community Events Coordinator

Commission Meeting Date: January 23, 2023

Agenda Item Wording: Discuss and consider recommendation regarding a Founders Day Participation Agreement with St. Martin de Porres Catholic Church regarding Arts & Crafts Booths.

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: St. Martin de Porres Catholic Church would provide arts & crafts business booths during the 2023 Founders Day Festival, located in the Rights-of-Way inside the Designated Founders Day Area.

The City would collect payments on its platform, retaining 25% of booth rental fees and paying St. Martin de Porres 75%. In addition, the City will be paid \$20.00 per booth from vendors using electricity. Payments will be made to each entity no later than May 12th, 2023.

Staff Recommendations: Staff recommends the approval of the Founders Day 2023 Participation Agreement with the St. Martin, de Porres Catholic Church.

Attachments: St. Martin, de Porres Catholic Church Founders Day 2023 Participation Agreement.

Next Steps/Schedule: Execute the St. Martin, de Porres Catholic Church Founders Day 2023 Participation Agreement.



DRIPPING SPRINGS
Texas

FOUNDERS DAY FESTIVAL 2023

Participation Agreement

This *Founders Day 2022 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and St. Martin de Porres Catholic Church (“Contractor”).
2. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
 - (b) **City Council:** The governing body of the City of Dripping Springs.
 - (c) **Event:** The Founders Day Festival, a civic celebration
 - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide Arts & Crafts & Business Booths.
4. **SCOPE:** is Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A”
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. All Arts, Crafts, and Business Booths are located within the Rights of Way designated Founders Day area (map attached as Attachment “A”).
6. **CONSIDERATION:**
 - 6.1 In consideration of Contractor’s participation in the Event, the Contractor agrees to pay the City 25% of the profits and \$20 per vendor who uses electricity.
 - 6.2 The City will take online payments on its platform. It will provide 75% of the fee to the Contractor and the City will retain 25% of the fee.
 - 6.3 Such fee shall be due and payable by check or wire payable at each party’s principal place of business no later than 5:00 p.m., May 12th, 2023.

Commented [CH1]: Need to add that we will pay the church 75% of the revenue generated from online vendor booth sales

7. SUPPLIES:

7.1 Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

8. UTILITIES: City agrees to provide Contractor with access to Electricity for use by vendors.

9. DURATION: This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

10. TERMINATION:

10.1 This Agreement may be terminated by mutual consent of the parties.

10.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the Event.

10.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

10.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.

10.5 The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.

10.6 *Force Majeure:* In situations in which Contractor's participation in the Event is delayed, cancelled, or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

11. SITE MAINTENANCE:

11.1 Contractor shall not perform waste or damage the site.

11.2 Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.

11.3 Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.

11.4 Contractor shall provide trash can and remove all trash it generates from the Event.

12. INDEPENDENT CONTRACTOR: The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

13. SAFETY: Contractor shall abide by all state, federal and local rules, and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

14. INSURANCE:

14.1 City Insurance: As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

14.2 Contractor's Insurance: Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance. The General Liability Insurance is attached as Attachment "B".

15. INDEMNIFICATION: CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

16. RULES: The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

17. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

18. NOTICES: Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below:

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Contractor:

St. Martin de Porres Catholic Church
Attn: Pastor Nguyen
P.O. Box 1062
Dripping Springs, TX 78620
(512) 858-5667 x 202

19. ASSIGNMENT: Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.

20. BINDING ON SUCCESSORS: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

21. SEVERABILITY: Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

22. MERGER: This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.

23. MODIFICATIONS: All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

24. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

CITY OF DRIPPING SPRINGS

St. Martin de Porres

Michelle Fischer, City Administrator

Rev. Justin Nguyen

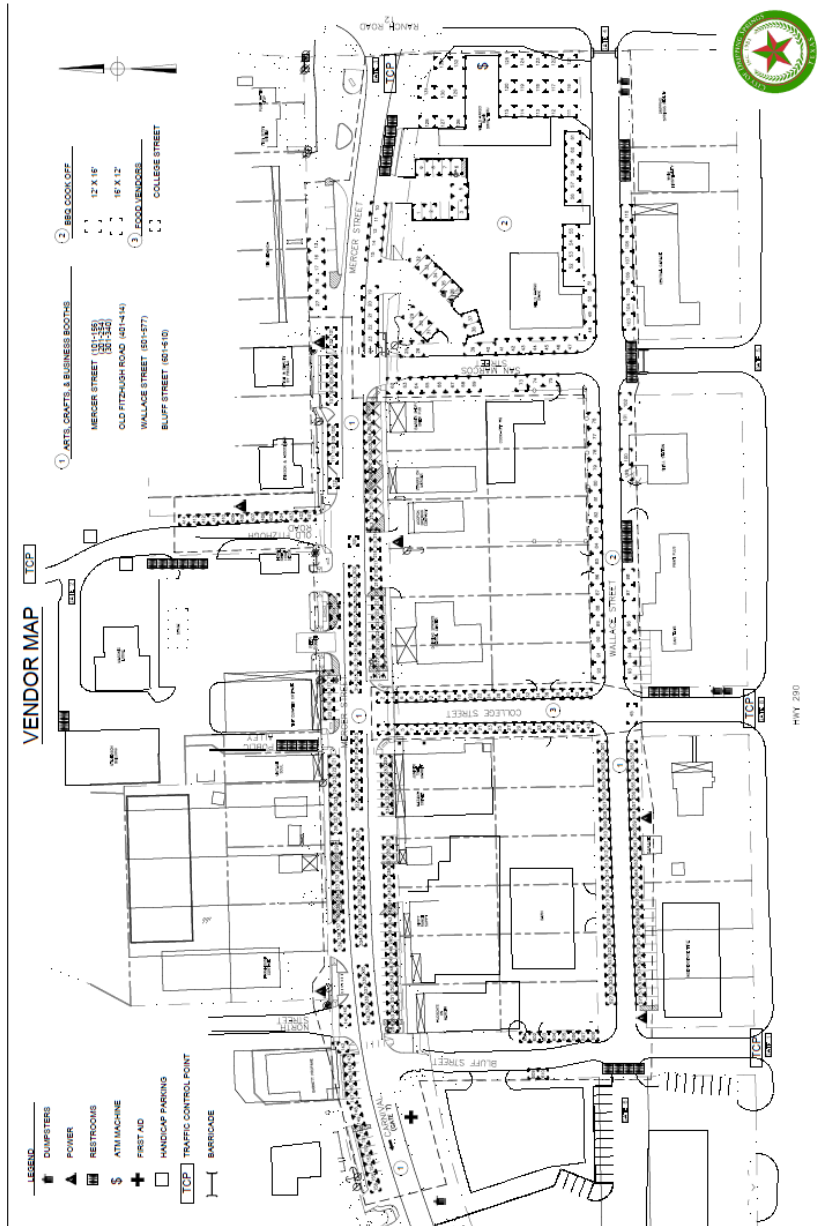
Date

Date

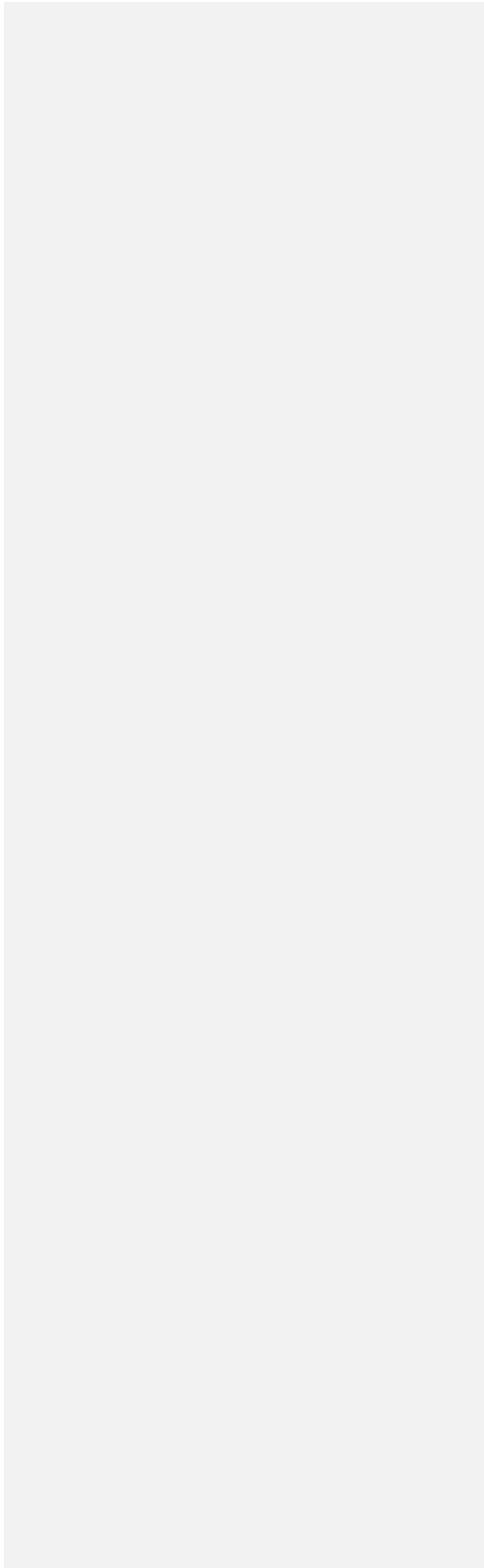
ATTEST:

Andrea Cunningham, City Secretary

Attachment A



Attachment "B"





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

Submitted By: Johnna Krantz, Community Events Coordinator

Commission Meeting Date: January 23, 2023

Agenda Item Wording: Discuss and consider recommendation regarding a Founders Day Participation Agreement with the Dripping Springs Cook-Off Club regarding Cooker's Booths.

Agenda Item Requestor: Johnna Krantz, Community Events Coordinator

Summary/Background: The Dripping Springs Cook-Off Club would provide cook-off event booths during the 2023 Founders Day Festival, located at San Marcos St., Mercer St., Wallace St., and the area around Wallace St.

The DS Cook-Off Club would pay the City 25% of the booth rentals and an electrical reimbursement fee of \$10.00 per booth space, no later than May 12th, 2023.

Staff Recommendations: Staff recommends the approval of the Founders Day 2023 Participation Agreement with the DS Cook-Off Club.,

Attachments: DS Cook-Off Club Founders Day 2023 Participation Agreement

Next Steps/Schedule: Execute the DS Cook-Off Club Founders Day 2023 Participation Agreement



DRIPPING SPRINGS
Texas

FOUNDERS DAY FESTIVAL 2023

Participation Agreement

This *Founders Day 2023 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and Dripping Springs Cookoff Club (“Contractor”).
2. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
 - (b) **City Council:** The governing body of the City of Dripping Springs.
 - (c) **Event:** The Founders Day Festival, a civic celebration
 - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide to sponsor cook-off events, more particularly described in Attachment “A” which is incorporated herein for all intents and purposes.
4. **SCOPE:** is Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A”
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas: San Marcos St., Mercer St., Wallace St., and area around Wallace Street.
6. **CONSIDERATION:**
 - 6.1 In consideration of Contractor’s participation in the Event, the Contractor agrees to pay the City 25% from booth rentals and an electrical reimbursement fee of \$10.00 per booth space.
 - 6.2 Such fee shall be due and payable by check payable at the party’s principal place of business no later than 5:00 p.m, May 12th, 2023.

7. SUPPLIES:

7.1 Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

8. UTILITIES: City agrees to provide Contractor with access to Electricity for use by booth users.

9. DURATION: This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

10. TERMINATION:

10.1 This Agreement may be terminated by mutual consent of the parties.

10.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the Event.

10.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

10.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.

10.5 The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.

10.6 *Force Majeure:* In situations in which Contractor's participation in the Event is delayed, cancelled, or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

11. SITE MAINTENANCE:

11.1 Contractor shall not perform waste or damage the site.

11.2 Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.

11.3 Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.

11.4 Contractor shall provide trash can and remove all trash it generates from the Event.

12. INDEPENDENT CONTRACTOR: The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

13. SAFETY: Contractor shall abide by all state, federal and local rules, and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

14. INSURANCE:

14.1 City Insurance: As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

14.2 Contractor's Insurance: Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance. The General Liability Insurance is attached as Attachment "B"

15. INDEMNIFICATION: CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

16. RULES: The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

17. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

18. NOTICES: Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below:

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Contractor:

Dripping Springs Cook-Off Club
Attn: President
P.O. Box 297
Dripping Springs, TX 78620
(512) 771-3730

- 19. ASSIGNMENT:** Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.
- 20. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 21. SEVERABILITY:** Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 22. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.
- 23. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 24. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

CITY OF DRIPPING SPRINGS

Cook-Off Club

Michelle Fischer, City Administrator

Chris Bailey, President

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

Attachment A

