



## DSRP Board of Directors Regular Meeting

City of Dripping Springs Ranch Park Event Center

1042 Event Center Drive – Dripping Springs, Texas

Wednesday, February 14, 2024, at 11:00 AM

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## AGENDA

### CALL TO ORDER & ROLL CALL

#### Board Members

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

#### Staff, Consultants, & Appointed/Elected Officials

Parks & Community Services Director Andy Binz  
DSRP Event Center Manager Emily Nelson  
DSRP Event Center Assistant Manager Lily Sellers  
DSRP Event Coordinator Caylie Houchin  
Council Member Sherrie Parks

### PRESENTATION OF CITIZENS

*A member of the public that wishes to address the Board on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the Board that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the Board must present the documents to the City Secretary or City Attorney providing at least eight (8) copies; if eight (8) copies are not provided, the Board will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Chair may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

### MINUTES

- 1. Discuss and consider approval of the December 6, 2023, DSRP Board of Directors regular meeting minutes.**

### BUSINESS AGENDA

- 2. Discuss and consider City Council recommendation of a Professional Services & Use Agreement with Hell Country Productions, Inc. for a Haunted House at Dripping Springs Ranch Park.**
- 3. Discuss and consider City Council recommendation of a Co-Sponsorship Agreement renewal for Texas Beef Initiative regarding Weekly Roping Practices and Events.**
- 4. Discuss and consider City Council recommendation of a Co-Sponsorship Agreement with the Texas Hill Country Barrel Racing Association regarding the 2024 Buckle Series and Weekly Exhibitions.**
- 5. Discuss and consider City Council recommendation regarding a Use Agreement with Holiday and Harvest for the 2024 Extravaganza.**
- 6. Discuss and consider City Council recommendation of a Co-Sponsorship and Logo Use Agreement with Dripping Springs Ag Boosters regarding the 2024 Fair and Rodeo.**
- 7. Discuss and consider approval of the 2024 DSRP Board of Directors amended meeting calendar.**

## **REPORTS**

*Reports listed are on file and available for review upon request. The Board may provide staff direction; however, no action shall be taken.*

- 8. DSRP Manager's Report**  
*Emily Nelson, DSRP Manager*

## **CLOSED SESSION**

*The Board has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.*

## **UPCOMING MEETINGS**

### **DSRP Board Meetings**

March 13, 2024, at 11:00 a.m.

April 10, 2024, at 11:00 a.m.

May 8, 2024, at 11:00 a.m.

### **City Council Meetings**

February 20, 2024, at 6:00

March 5, 2024, at 6:00

March 19, 2024, at 6:00

**ADJOURN**

**TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING**

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **February 9, 2024, at 4:00 p.m.***

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*Andrea Cunningham, 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.*



## DSRP Board of Directors Regular Meeting

*City of Dripping Springs Ranch Park Event Center*

*1042 Event Center Drive – Dripping Springs, Texas*

*Wednesday, December 06, 2023, at 11:00 PM*

## MINUTES

### CALL TO ORDER & ROLL CALL

With a quorum of the Board present, Chair Purcell called the meeting to order.

**Board Members present were:**

Todd Purcell, Chair

Terry Polk, Vice Chair

Mike Carroll

Sean Casey

Penny Reeves

**Board Member absent was:**

Pam Owens, Secretary

**Staff, Consultants & Appointed/Elected Officials present were:**

Parks & Community Services Director Andy Binz

DSRP Event Center Manager Emily Nelson

DSRP Event Center Assistant Manager Lily Sellers

Council Member Sherrie Parks

### PRESENTATION OF CITIZENS

*A member of the public who wishes to address the Board regarding items on the posted agenda may do so at Presentation of Citizens. For items posted with a Public Hearing, the Board requests that members of the public hold their comments until the item is presented for consideration. Members of the public wishing to address matters not listed on the posted agenda may do so at Presentation of Citizens. Speakers are allotted two (2) minutes each and may not cede or pool time. Members of the public requiring the 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. Speakers are encouraged to sign in to speak, but it is not required. By law no action shall be taken during Presentation of Citizens.*

No one spoke during Presentation of Citizens.

## MINUTES

### 1. Discuss and consider approval of the October 4, 2023, Dripping Springs Ranch Park Board of Directors regular meeting minutes.

A motion was made by Vice Chair Polk to approve the October 4, 2023, Dripping Springs Ranch Park Board of Directors regular meeting minutes. Board Member Carroll seconded the motion which carried unanimously 5 to 0.

## BUSINESS AGENDA

### 2. Discuss and consider possible action regarding DSRP Board meeting frequency.

Emily Nelson presented the item.

A motion was made by Board Member Carroll to approve moving DSRP Board of Directors meetings to the 2<sup>nd</sup> (second) Wednesday of each month. Vice Chair Polk seconded the motion which carried unanimously 5 to 0.

### 3. Discuss and consider recommendation regarding an Amendment to the Hays County Interlocal Agreement related to use of the Dripping Springs Ranch Park Event Center.

A motion was made by Vice Chair Polk to approve an Amendment to the Hays County Interlocal Agreement related to use of the Dripping Springs Ranch Park Event Center. Board Member Casey seconded the motion which carried unanimously 5 to 0.

## REPORTS

*Reports listed are on file and available for review upon request. The Board may provide staff direction; however, no action shall be taken.*

### 4. DSRP Manager's Report

*Emily Nelson, DSRP Manager*

## EXECUTIVE SESSION AGENDA

*The Board 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). Items listed elsewhere in the agenda may be added to the Executive Agenda. The Board may act on any item listed in Executive Session in Open Session, and no action shall be taken during the Executive Session.*

The Board did not meet in Executive Session.

## UPCOMING MEETINGS

### *DSRP Board Meetings*

January 3, 2024, at 11:00 a.m.

February 7, 2024, at 11:00 a.m.

March 6, 2024, at 11:00 a.m.

### *City Council Meetings*

December 19, 2023, at 6:00 p.m.

January 2, 2024, at 6:00 p.m.

January 16, 2024, at 6:00 p.m.

## ADJOURN

Via unanimous consent, this regular meeting was adjourned.



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78602**

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**Submitted By:** Caylie Houchin, DSRP Programs Coordinator

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**DSRP Board Meeting Date:** 02/14/2024

**Agenda Item Wording:** Discuss and consider recommendation regarding a Professional Services & Use Agreement with Hell Country Productions, Inc. for a Haunted House at Dripping Springs Ranch Park.

**Agenda Item Requestor:** Caylie Houchin / Aaron Sulser

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**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.

No changes this year other than dates.

**Staff Recommendation:** 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 \_\_\_\_\_ day of \_\_\_\_\_ 2024 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. Project Summary: Contractor will provide a Haunted House and Hayride Attraction at the Dripping Springs Ranch Park Event Center.

### **2. 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 written approval of alterations immediately before commencing construction from the Ranch Park Manager or designee in consultation with the Emergency Management Coordinator.
- (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 4 (7:30pm-10:30pm), Saturday, October 5 (7:30pm-10:30pm), Friday, October 11 (7:30pm-10:30pm), Saturday, October 12 (7:30pm-10:30pm), Friday, October 18 (7:30pm-10:30pm), Saturday, October 19 (7:30pm – 10:30pm), October 25, (7:30pm – 10:30pm) 2024. 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.

**Commented [CH1]:** Aaron suggests using the first weekend for soft opening/VIP night, instead of fully operational.

**Commented [LM2R1]:** I think this language works for both options.

#### **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, September 15, 2024 and ending on Sunday, November 3, 2024. ~~With hours of operation limited to Friday, October 4 (7:30pm-10:30pm), Saturday, October 5 (7:30pm-10:30pm), Friday, October 11 (7:30pm-10:30pm), Saturday, October 12 (7:30pm-10:30pm), Friday, October 18 (7:30pm-10:30pm), Saturday, October 19 (7:30pm-10:30pm), October 25, (7:30pm-10:30pm) 2024.~~ Flexibility to provide a “soft close” each evening of operation 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~~ City will ~~pay~~ retain a Use Fee equal to forty percent (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 ten percent (10%) of the City’s revenue for use of the Expansion Event Room.

- C. City will pay the Contractor sixty percent (60%) of the gross attraction ticket sale revenue collected by city staff through ticket sales. Ten percent (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 3, 2024.

- 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 Contractor ~~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.



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78602**

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**Submitted By:** Emily Nelson, Dripping Springs Ranch Park Manager

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**DSRP Board Meeting Date:** February 14, 2024

**Agenda Item Wording:** **Discuss and consider recommendation regarding a Co-Sponsorship Agreement renewal for Texas Beef Initiative.**

**Agenda Item Requestor:** Emily Nelson

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**Summary/Background:** This is the annual co-sponsorship renewal request for our roping club, Texas Beef Initiative.

Texas Beef Initiative purchased a Priefert Adjustable Cattle Chute and installed it at the lower arena. In exchange for the cattle chute the City will forgive the weekly arena fees for one year or a total of \$2600 is met.

**Staff Recommendation:** Staff recommends renewing this agreement with the addition of the exchange of rental fees for the ownership one the Priefert Adjustable Cattle Chute.

**Attachments:** 2024 Texas Beef Initiative Co-Sponsorship Agreement

**Next Steps/Schedule:** If approved by DSRP Board, take to City Council.

## CO-SPONSORSHIP AGREEMENT

This *Texas Beef Initiative Co-Sponsorship Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, (“City”), and the Texas Beef Initiative (“Co-Sponsor”).
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch Park (“DSRP”) by Co-Sponsor.
3. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events (“Event”):
  - 3.1. Texas Beef Initiative weekly roping practices at a reduced rental cost of \$50 for the outdoor arena and \$100 for the indoor arena for up to three (3) hours of use per day.
  - 3.2. Texas Beef Initiative Sunday roping practices at a reduced rental cost of \$50 for the outdoor arena and \$100 for the indoor arena when there is facility availability for up to three (3) hours use per day.
  - 3.3. Scheduling of all events shall be in coordination with the DSRP staff and shall be scheduled at least sixty (60) days in advance of any event. An event rental agreement shall be completed for each event or series of events. Unless otherwise scheduled, roping practices shall be from 6 p.m. to 9 p.m. on scheduled dates. Any use outside of the hours or days shall be at an additional charge.
  - 3.4. Texas Beef Initiative shall purchase a Priefert adjustable cattle chute for the City of Dripping Springs. In exchange for the purchase of a Priefert adjustable cattle chute, the City will forgive fees for one year or until the amount of \$2600.00 is achieved. Once given, the chute shall become property of the City of Dripping Springs for use by the City and its customers including Texas Beef Initiative.
4. **SCOPE:** This Agreement applies to Co-Sponsor’s use of DSRP for the reasons stated above, which shall be conducted weekly beginning on March 7, 2024.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at DSRP, the premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
6. **OBLIGATIONS OF THE CITY:**
  - 6.1. The City agrees to allow Co-Sponsor to use DSRP for the purpose stated in Section 3.
  - 6.2. The City and Co-Sponsor agree to jointly create a Committee to oversee the organization and execution of the Event. The Committee will consist of one representative appointed

by the City and two representatives appointed by Co-Sponsor.

- 6.3. The City agrees to grant Co-Sponsor access to the City's tractor and skid steer. Co-Sponsor agrees that all drivers of the tractor and skid steer must be approved and registered with the City. A written waiver of liability completed by each user of City equipment shall be completed before each use.
- 6.4. City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.
  - 6.4.1. Electricity
  - 6.4.2. Water
- 6.5. City shall provide trash cans for the event, for the collection and disposal of solid waste generated at the event.
- 6.6. City will provide staff for each event and shall provide that the arena is ready for each scheduled event.
- 6.7. City agrees to allow the Co-Sponsor to house stock at the park.

## **7. OBLIGATIONS OF THE CO-SPONSOR:**

- 7.1. Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event.
- 7.2. Co-Sponsor will be responsible for the care and feeding of its cattle at DSRP and all expenses related to the care and feeding of the cattle.
- 7.3. Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.4. Co-Sponsor agrees to the standard twelve (12) hour rental and fees may be applicable if the event goes over the 12 hours to include setup and breakdown. All other fees needed for the event, including RV stalls, additional equipment, or related fees shall be paid by Co-Sponsor with an estimate provided at scheduling of event and use of equipment or facilities.
- 7.5. Co-Sponsor agrees to abide by all state, federal and local rules, and regulations.
- 7.6. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.
- 7.7. The Co-Sponsor shall require and be responsible for obtaining liability waivers (to be provided to the City) to be signed by all arena event participants. Such waiver will be provided by the City and is required to be executed by all roping participants. All executed waivers must be returned to the City within seven (7) calendar days prior to the



event.

- 7.8.** Co-Sponsor agrees not to perform waste or damage DSRP.
- 7.9.** Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- 7.10.** Co-Sponsor shall exercise reasonable care and due diligence to avoid harming DSRP.
- 7.11.** Co-Sponsor agrees to use good management practices, including but not limited to safe animal handling techniques. Co-Sponsor will be responsible for the care and feeding of the cattle at DSRP and all expenses related to the proper health, care, and maintenance of the Stock. They will also furnish all labor required to maintain the proper health, care, and maintenance of the Stock.
- 7.12.** Co-Sponsor will maintain fencing in a reasonable manner to prevent escape of Stock from Land. The Texas Beef Initiative will regularly maintain the space utilizing good land management practices. They will not make any improvements without DSRP's written permission.
- 8. INDEPENDENT CONTRACTOR:** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff to achieve the goals of this Agreement.
- 9. 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 shall submit a Form 1295 to the Texas Ethics Commission. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements).
- 10. INJURIES/INSURANCE:** Co-Sponsor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Co-Sponsor's employees and volunteers. Any user of City Equipment shall be covered by Co-Sponsor's insurance. Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor and/or Co-Sponsor's employees or volunteers may sustain while performing services under this Agreement. Co-Sponsor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Co-Sponsor uses the services of any of Co-Sponsor's employees and volunteers for the provision of services to the City.
- 11. DURATION:** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated March 31, 2025, or as outlined below.

**12. TERMINATION:**

- 12.1.** This Agreement may be terminated by mutual consent of the parties.
- 12.2.** 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 use of DSRP.
- 12.3.** Termination shall release each party from all obligations of this Agreement, except as specified below.
- 12.4.** Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- 12.5.** The City shall determine if Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at DSRP due to inclement weather.
- 12.6. *Force Majeure:*** In situations in which Co-Sponsor's participation at DSRP 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.

**13. INDEMNIFICATION:**

CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT A Y SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYME T OF THE CITY.

- 14. 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*.
- 15. 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.

**City:**

Attention: DSRP Manager  
Post Office Box 384

**Co-Sponsor:**

Attention: Noel McAlexander  
P.O. Box 189

Dripping Springs, Texas 78620  
Phone: (5 12) 858-4725

Dripping Springs 78620  
Phone: 512-981-8482

- 16. HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.
- 17. 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 Co-Sponsor.
- 18. 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.
- 19. SEVERABILITY:** Any provisions of this 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.
- 20. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. 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 participation at DSRP.
- 21. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 22. 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 & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

Executed this, the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**City of Dripping Springs**

**Texas Beef Initiative**

by: \_\_\_\_\_  
Michelle Fischer, City Administrator

by: \_\_\_\_\_  
Noel McAlexander, President





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

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**Submitted By:** Emily Nelson, Dripping Springs Ranch Park Manager

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**DSRP Board Meeting Date:** February 14, 2024

**Agenda Item Wording:** Discuss and consider approval Co-Sponsorship Agreement with the Texas Hill Country Barrel Racing Association.

**Agenda Item Requestor:** Molly Azopardi and Emily Nelson

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**Summary/Background:** THCBRA currently hosts weekly barrel exhibitions on Tuesday nights. The barrel exhibitions are a great success weekly. It attracts all ages of racers and even citizens come to watch on Tuesday nights.

THCBRA is shifting away from Barrel Race weekends and instead hosting 6-week buckle series.

**Staff Recommendation:** Staff recommends a Co-Sponsorship with Texas Hill Country Barrel Racing Association. We recommend it being an annual agreement so that we can renew annually.

**Board Recommendation:**

**Attachments:** 2024 THCBRA Co-Sponsorship Agreement

**Next Steps/Schedule:** City Council Contract Execution



DRIPPING SPRINGS  
Texas

## DRIPPING SPRINGS RANCH PARK

### Co-Sponsorship Agreement

This *Dripping Springs Ranch Park Co-Sponsorship 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 the Texas Hill Country Barrel Racing Association (“Co-Sponsor”).
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch (Park) by Co-Sponsor.
3. **DEFINITIONS:**
  - (a) **City:** The City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
  - (b) **City Administrator:** the chief administrative officer of the City, or the officer’s designee.
  - (c) **City Council:** The governing body of the City of Dripping Springs.
  - (d) **Dripping Springs Ranch Park:** The premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
  - (e) **Person:** a human individual, sole proprietorship, partnership, corporation, nonprofit corporation, foundation or unincorporated association, or agency.
  - (f) **Texas Hill Country Barrel Racing Association:** A Central Texas Non-Profit Barrel Racing Association open to all.
4. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events: 2 – 6 week Buckle Series and weekly exhibitions at DSRP Event Center.
5. **SCOPE:** This Agreement applies to Co-Sponsor’s use of the Park for the reasons stated above, which shall be conducted beginning March 2024. If for any reason Co-Sponsor’s events must be moved to another date, or other events added, such changes or events added would be

covered under the fee arrangement of this agreement and the availability of the rescheduled dates agreed upon by both parties in writing subject to the DSRP schedule.

- 6. LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at the Park.

**7. OBLIGATIONS OF THE PARTIES:**

- 7.1** The City agrees to allow Co-Sponsor to use the DSRP Event Center Arena for the purpose of a barrel racing series at a discounted rate of \$75 per day plus other fees related to a series (i.e. fuel, custodial, staffing) and standard weekly exhibition nights at the discounted rate of \$75 per Tuesday Night. Event Rental Agreement is due at least sixty (60) days prior to first use.
- 7.2** THCBRA will provide quarterly payments to DSRP for their practices and Events.
- 7.3** The City will have audit privileges of all accounting done at events.
- 7.4** The City confirms that it has obtained liability coverage through the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) that covers its city facilities and public areas.
- 7.5** THCBRA agrees to provide all volunteer labor needed to operate/oversee all aspects of the Event.
- 7.6** **Supplies:** Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.7** **Utilities:** City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.
- (a) Electricity
  - (b) Water
- 7.8** **Independent Contractor:** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
- 7.9** **Safety:**
- (a) Co-Sponsor agrees to abide by all state, federal, and local rules and regulations.
  - (b) Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.

- (c) Co-Sponsor shall coordinate the attendance of Emergency Services personnel and Fire Department personnel if necessary for the period of time that Co-Sponsor is occupying the Park under the terms of this Agreement.
- (d) Co-Sponsor shall coordinate the attendance of trained security guards to monitor the Park if necessary for the period of time that Co-Sponsor is occupying the Park under the terms of this Agreement.
- (e) The Co-Sponsor shall require and be responsible for obtaining liability waivers (to be provided to the City) to be signed by all arena event participants. Such waiver will be provided by the City and is required to be executed by all rodeo participants. All executed waivers must be returned to the City within seven (7) calendar days after the event.

**7.10 Site Maintenance:**

- (a) Co-Sponsor agrees not to leave waste or damage the Park.
- (b) City shall provide trash cans for the event, for the collection and disposal of solid waste generated at the event.
- (c) Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- (d) Co-Sponsor shall exercise reasonable care and due diligence to avoid harming the Park.

**7.11 Marketing and Use of City Logo:**

- (a) Event producers may design flyers and social media posts including a city logo, but designs must be approved by the City of Dripping Springs Communications Department and must follow the City of Dripping Springs Brand Guidelines. Event producers must give the City at least seven business days to approve before release date of flyer distribution or social media posts.
- (b) If flyers and social media are designed by the City of Dripping Springs Communications Department, event producer must supply needed graphics/logos/photos in high-resolution format and any content needed for the flyer at least three weeks before proposed release date. Once design is created, event producer will have one opportunity for proofing and corrections.

**8. DURATION:** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated January 31, 2025, or as outlined below.

**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 use of the Park.
- 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 Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at the Park due to inclement weather.
- 9.6** *Force Majeure*: In situations in which Co-Sponsor's participation at the Park 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. 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 shall submit a Form 1295 to the Texas Ethics Commission. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements).

**11. INDEMNIFICATION:**

CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

**12. 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*.

**13. 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.

**City:**

*Attention:* City Administrator  
Post Office Box 384  
Dripping Springs, Texas 78620  
Phone: (512) 858-4725

**Co-Sponsor:**

*Attention:* Molly Azopardi  
PO Box 1380  
Dripping Springs, TX 78620  
Phone: (512) 422-4937

**14. HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.

**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 Co-Sponsor.

**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 this 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 Co-Sponsor. 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 participation at the Park.

**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 & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

**CITY OF DRIPPING SPRINGS:**

**CO-SPONSOR:**

\_\_\_\_\_  
Michelle Fischer, City Administrator

\_\_\_\_\_  
Molly Azopardi, THCBRA

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78602**

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**Submitted By:** Lily Sellers, Dripping Springs Ranch Park Assistant Manager

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**DSRP Board Meeting Date:** February 14, 2024

**Agenda Item Wording:** **Discuss and consider recommendation regarding Use Agreement with Holiday and Harvest for our 2024 Eggstravaganza.**

**Agenda Item Requestor:** Lily Sellers

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**Summary/Background:** This is a proposed Use Agreement between Holiday and Harvest, Attn. DJ Smith, and City of Dripping Springs for our 2024 Eggstravaganza.

DJ Smith was the title sponsor for the 2023 Eggstravaganza at Dripping Springs Ranch Park. This year we are proposing a Use Agreement between Holiday and Harvest and the City of Dripping Springs for a 70/30 split of income after balancing all expenses.

**Staff Recommendation:** Staff recommends approving this agreement

**Attachments:** 2024 Holiday and Harvest Use Agreement

**Next Steps/Schedule:** If approved by DSRP Board, take to City Council.

## PROFESSIONAL SERVICES CONTRACT AND USE AGREEMENT

This AGREEMENT is made and entered into this, the \_\_\_\_\_ day of February, 2024 by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as “City”), and **Holiday and Harvest** (hereinafter referred to as “Contractor”).

**1. Project Summary:** Contractor will provide helicopter drop of eggs and sponsorship services for Eggstravaganza at the Dripping Springs Ranch Park Event Center.

### 2. Duties.

#### A. Duties of Contractor.

- (1) Coordinate the helicopter drop of eggs for event on March 30<sup>th</sup>, 2024 and shall comply with the safety plan provided by the City of Dripping Springs and follow all staff direction related to the egg drop.
- (2) Procure sponsorships and vendors for event.
- (3) Provide all expenses and income for percentage split.
- (4) Represent the City in a professional manner.
- (5) Communicate progress and goals with Dripping Springs Ranch Park Management.
- (6) Provide a safe environment for all event 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.
- (7) Engage in excellent communication and customer service while working well with the public.
- (8) Work with City Emergency Management Coordinator and Dripping Springs Ranch Park Management to create an Emergency Action Plan for the attraction.
- (9) Address any complaints or concerns from event patrons, recording and submitting to Dripping Springs Ranch Park Management any incidents and accidents.
- (10) Contractor will adhere to the Traffic Control Plan prepared by the City Engineer for the attraction.
- (11) 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 event on March 30<sup>th</sup>, 2024.
- (2) Dripping Springs Ranch Park staff shall provide customer service by staffing the

Event Center Business Office during all hours of event operation, provide for the event ticket sales, and support event 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 at time of execution through completion of event and all payment is completed.

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.** After all expenses are subtracted from income, the City and Contractor will split the balance. The Contractor will be paid a Use Fee equal to 70% of income after balanced expenses. City will be paid 30% of the income after balanced expenses.
- C.** 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, April, 9, 2024.

**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:**  
 Holiday and Harvest  
 Attn: DJ Smith  
 1053 Pink Granite Boulevard  
 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:**

\_\_\_\_\_  
Michelle Fischer, City Administrator

\_\_\_\_\_  
Holiday and Harvest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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.



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78602**

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**Submitted By:** Emily Nelson, Dripping Springs Ranch Park Manager

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**DSRP Board Meeting Date:** February 14, 2024

**Agenda Item Wording:** Discuss and consider a Co-Sponsorship Agreement with Dripping Springs Ag Boosters for the 2024 Rodeo.

**Agenda Item Requestor:** Emily Nelson and Stephanie Kirkey

---

**Summary/Background:** Dripping Springs Ag Boosters would like to create a Co-Sponsorship for the 2023 Rodeo occurring May 24-27, 2024.

**Staff Recommendation:** Staff recommends a Co-Sponsorship with Dripping Springs Ag Boosters for Rodeo 2024 with the agreement that DSRP staff will assist in social media advertising and oversee all ticket sales.

**Board Recommendation:**

**Attachments:** 2024 Rodeo Co-Sponsorship Agreement

**Next Steps/Schedule:** City Council Contract Execution

**DRIPPING SPRINGS RANCH PARK DRIPPING SPRINGS FAIR & RODEO  
LOGO USE AND CO-SPONSORSHIP AGREEMENT**

**THIS CONTRACT** made this the \_\_\_\_\_ day of February 2024, by and between **Dripping Springs Ag Boosters**, hereinafter called the “*User*”, and the **City of Dripping Springs**, hereinafter called the “*Owner*.” acting herein by its City Administrator, Michelle Fischer hereunto duly authorized.

**WITNESSETH**, that the User and the Owner for the considerations stated herein mutually agree as follows:

1. Owner owns all proprietary rights in and to the copyrightable and/or copyrighted works described in this Agreement. The copyrighted works will collectively be referred to as the “Property”.
2. Owner owns all rights in and to the Property and retains all rights to the Property, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted.
3. User desires to obtain, and Owner has agreed to grant, a license authorizing the use of the Property by User in accordance with the terms and conditions of this Agreement.

The parties agree to abide by the terms as follows:

**A. CONTRACT COMPONENTS.** The executed contract documents shall consist of the following components:

1. This Contract;
2. Exhibit “A” Property/Logo
3. Exhibit “B” Co-Sponsorship Application

This Contract, together with other documents enumerated here, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of an Exhibit conflicts with a provision in this Contract, the provisions in this Contract prevails.

**B. GRANT OF LICENSE.** Owner owns the **Dripping Springs Fair & Rodeo Logo** “Property”. Owner grants User a non-exclusive license to use the Property in all marketing materials related to the 2024 Dripping Springs Fair & Rodeo including digital marketing. The license to use the Property terminates on December 31, 2024 unless extended in writing by the Owner. User may use the Property for apparel or other merchandise, but must cease sale and distribution of the merchandise upon expiration or termination of this Agreement. Owner retains title and ownership of the Property. User will own all rights to materials, products, and work created by User “Work” in connection with this license. The license is only valid while the Dripping Springs Fair & Rodeo is located at the Dripping Springs Ranch Park and is the subject

of a Dripping Springs Ranch Park and Event Center Rental Contract. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all marketing materials.

**C. CO-SPONSORSHIP.** User shall have use of the Dripping Springs Ranch Park and Event Center for the **Dripping Springs Fair & Rodeo** from 5/24/24-5/27/24 based on the Event Center Contract completed at least thirty (30) days prior to the Event at the cost of the greater of seven thousand nine hundred dollars (\$7900) for the Full Facility Rental or 1/3 of the profits generated from the event, but shall not include the cost of other fees including, but not limited to, staff time or equipment rentals. A statement showing final income from the Rodeo is due to the City within 45 days after Rodeo. Once statement of final income is approved by both parties, the City will make a payment to Dripping Springs Ag Boosters within 30 days. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all marketing materials.

**D. RIGHTS AND OBLIGATIONS.** User shall be the sole owner of the Work and all proprietary rights in and to the Work; however, such ownership shall not include ownership of the copyright in and to the Property or any other rights to the Property not specifically granted in this Agreement.

**E. MARKETING AND USE OF CITY LOGO:**

User may design flyers and social media posts including the Rodeo Logo, but designs must be approved by the City of Dripping Springs Communications Department and must follow the City of Dripping Springs Brand Guidelines. User must give the City at least seven business days to approve before release date of flyer distribution or social media posts.

**F. MODIFICATIONS.** Unless the prior written approval of Owner is obtained, User may not modify or change the Property in any manner. User shall not use the Property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

**G. DEFAULTS ON AGREEMENT.** If User fails to abide by the obligations of this Agreement or its Event Center Rental Contract, including the obligation to publicize the City as the main sponsor of the event, Owner shall have the option to cancel this Agreement by providing 30 days written notice to User. User shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence. There must be no other defaults during such time period or Owner will have the option to cancel this Agreement, despite previous corrective action.

**H. WARRANTIES.** Neither party makes any warranties with respect to the use, sale, or other transfer of the Property by the other party or by any third party, and User accepts the product "AS

IS.” In no event will Owner be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Property.

**I. TRANSFER OF RIGHTS.** Neither party shall have the right to assign its interests in this Agreement to any other party unless the prior written consent of the other party is obtained.

**J. 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 shall submit a Form 1295 to the Texas Ethics Commission. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements).

**K. INDEMNIFICATION.** EACH PARTY SHALL INDEMNIFY AND HOLD THE OTHER HARMLESS FOR ANY LOSSES, CLAIMS, DAMAGES, AWARDS, PENALTIES, OR INJURIES INCURRED BY ANY THIRD PARTY, INCLUDING REASONABLE ATTORNEY’S FEES, WHICH ARISE FROM ANY ALLEGED BREACH OF SUCH INDEMNIFYING PARTY’S REPRESENTATIONS AND WARRANTIES MADE UNDER THIS AGREEMENT, PROVIDED THAT THE INDEMNIFYING PARTY IS PROMPTLY NOTIFIED OF ANY SUCH CLAIMS. THE INDEMNIFYING PARTY SHALL HAVE THE SOLE RIGHT TO DEFEND SUCH CLAIMS AT ITS OWN EXPENSE. THE OTHER PARTY SHALL PROVIDE, AT THE INDEMNIFYING PARTY’S EXPENSE, SUCH ASSISTANCE IN INVESTIGATING AND DEFENDING SUCH CLAIMS AS THE INDEMNIFYING PARTY MAY REASONABLY REQUEST. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**L. AMENDMENT.** This Agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties.

**M. DURATION.** This Contract shall be in effect until December 31, 2023, unless terminated as provided below or extended in writing.

**N. TERMINATION.** This Agreement shall terminate automatically on Termination Date. Either party may terminate this Agreement if the other party breaches this Agreement or the Event Center Rental Agreement. Prior to termination, the complaining party shall provide the other party ten (10) business days to cure any breach unless such cure is non-feasible.

1. Upon termination or expiration of this Agreement, Licensee User shall cease reproducing, advertising, marketing, and distributing the Work including merchandise as soon as is commercially feasible. Licensee shall have the right to fill existing orders of any merchandise with the Property then in stock. Owner will have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to Licensee.
2. Termination or expiration of this Agreement shall not extinguish any of the User's or Owner's obligations under this Agreement including, but not limited to, the obligation to pay royalties, if any, which by their terms continue after the date of termination or expiration.

**O. NOTICE.** All notice required or permitted under this Contract shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the Owner:

Attention: City Administrator  
 City of Dripping Springs City  
 P.O. Box 384  
 Dripping Springs, TX 78620  
 512-858-4725

For the User:

Attention: Stephanie Kirkey  
 P.O. Box 1008  
 Dripping Springs, TX 78620  
 863-447-6878

**P. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Q. WAIVER OF CONTRACTUAL RIGHT.** The failure of any party to enforce any provision of this Contract shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Contract.

**R. APPLICABLE LAW.** The laws of the State of Texas shall govern this Contract. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

**S. VENUE.** The venue for any and all legal disputes arising under this Contract shall be Hays County, Texas.

This Agreement and its exhibits 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 or oral agreements between the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed:

**CITY OF DRIPPING SPRINGS:**

**DRIPPING SPRINGS AG BOOSTERS:**

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Michelle Fischer, City Administrator

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**EXHIBIT "A"**







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

**Submitted By:** Andrea Cunningham, City Secretary

**Board Meeting Date:** February 14, 2024

**Agenda Item Wording:** **Discuss and consider approval of the 2024 DSRP Board of Directors amended meeting calendar.**

**Agenda Item Requestor:** Emily Nelson, DSRP Manager

**Summary/Background:** At the December 6, 2023, regular DSRP Board meeting, the board approved changing the meeting date from the 1<sup>st</sup> Wednesday of each month to the 2<sup>nd</sup> Wednesday of each month.

Attached for review is the draft amended calendar. None of the 2024 meeting dates conflict with holidays with the exception of the March meeting which falls during DSISD Spring Break. Should the board wish to change this meeting, I suggest the following dates:

- 1<sup>st</sup> Wednesday, March 6<sup>th</sup>
- 3<sup>rd</sup> Wednesday, March 20<sup>th</sup>

**Committee Recommendations:** Staff recommends approval of the calendar as presented. Should there be any changes to meeting dates, please provide for those changes in a motion.

**Attachments:** 1. DSRP 2024 Proposed Calendar

**Next Steps/Schedule:**

1. Update calendar if any changes
2. Add meetings to calendars:
  - a. DSRP Board Meeting Calendar
  - b. City website main calendar
  - c. Municode Agenda (automatically populates Agendas and Minutes webpage with upcoming meetings)
3. Provide final calendar to Board and Staff

# 2024 DSRP Board of Directors

## JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

## MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## MAY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## JULY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## CITY HOLIDAYS

## DSISD HOLIDAYS

### DSRP Board Meetings

- 01/03/24** Regular Meeting
- 02/14/24** Regular Meeting
- 03/13/24** Regular Meeting
- 04/10/24** Regular Meeting
- 05/08/24** Regular Meeting
- 06/12/24** Regular Meeting
- 07/10/24** Regular Meeting
- 08/14/24** Regular Meeting
- 09/11/24** Regular Meeting
- 10/09/24** Regular Meeting
- 11/13/24** Regular Meeting
- 12/11/24** Regular Meeting

# MANAGER REPORT



**JANUARY**

Pigs and Goats and Steers ...Oh my!

Written by Emily Nelson

## January Highlights:

- Ice Rink was a smooth wrap up and facility turn for your January events.
- Holiday Camps were full and the campers enjoyed the engaging programming.
- The freeze caused minor plumbing damage, but sadly exacerbated our roof leaks which will require repair.
- We have had an increase of weekday rentals due to hosting TCEQ and TXDot meeting.
- DSRP and the Master Naturalists worked together to plant 65 trees in the park.

## Budget Needs:

- Thorough roof repairs to stop leaks throughout the facility before more damage is created.
- More spider box cables to support VMD due to the rental being added in December. I was going to push this item through on the next fiscal year, but we added this rental in December. It is a large rental that will bring additional income. A lot of our cables will leave the facility to support Founder's Day.
- Sediment Trap to hopefully reduce the amount of pump replacements we are experiencing.
- 2 upright freezers (purchased in 2011) have broken, and repairs are beyond their value. I would like to propose not replacing them until we see if there is a need. We will add a chest freezer to the space to see if that can sufficiently support the space.



# HIGHLIGHTS AND PREVIEWS



“



**Marie Strang**  
My family loved this ice rink. Thank you! My husband and I grew up ice skating and spent many hours on the ice - we love being able to share that with our kids.

4w Like Reply Hide



**Sarah Pevehouse**  
This was a wonderful event! Thank you for hosting local youth groups and students as performers. We look forward to this event becoming an annual & cherished event.

3w Like Reply Hide

“



## Coming Soon in February

### Programs

- Youth: Archery Club, Ranch Park Rec Days, Family Nerf Night (SOLD OUT!)
- Adult: Mat Pilates, Community Yoga

### Events

- No Limits Monster Trucks, Fancy Feathers Chicken Show, Hunter's Heritage Banquet, Earth Native Wilderness Academy, TCEQ Meeting, Wild Game Dinner, 4H Point Show, Fences Over Bee Cave, Happy Trails Trail Race, Horsemanship Clinic, NADAC Agility Trials