

CO-SPONSORSHIP AGREEMENT
Between the
CITY OF AUSTIN
and the
RIVER CITY YOUTH FOUNDATION
for the
MERRY MEMORIES FOR KIDS EVENT

1. FINDINGS AND STATEMENT OF PUBLIC PURPOSE

- 1.1.** For over twenty-seven years, the mission of the River City Youth Foundation has been to help youth and families in the Dove Springs area of the City of Austin to live safe, healthy, and prosperous lives.
- 1.2.** For the past thirteen years, the River City Youth Foundation has sponsored a community event during the holidays that brings joy and hope through a gift, a hot meal, arts and crafts and entertainment for underprivileged families at the Dove Springs Recreation Center.
- 1.3.** The City of Austin seeks to support this annual public event by waiving certain fees that would typically be charged for a special event of this nature.

2. CITY OF AUSTIN CO-SPONSORSHIP RESPONSIBILITIES

- 2.1.** The City of Austin will co-sponsor the 14th Annual Merry Memories for Kids Event to be held on December 10, 2011 from 8:00 a.m. to 4:00 p.m. at the Dove Springs Recreation Center.
- 2.2.** The City of Austin co-sponsorship is a one-time contribution valued at approximately \$6400 constituting a waiver of all fees typically associated with this type of special event at a city-owned facility.
- 2.3** The City of Austin's contribution as a co-sponsor is limited to the item specified immediately above.

3. RIVER CITY YOUTH FOUNDATION CO-SPONSORSHIP RESPONSIBILITIES

- 3.1.** River City Youth Foundation agrees to conduct this event in a manner that preserves and promotes the public health and safety and that complies with the requirements of applicable City ordinances and regulatory standards.

- 3.2. River City Youth Foundation agrees to defend and hold harmless the City, its elected officials, officers, and employees from and against all claims arising out of, incident to, resulting from, or concerning the Merry Memories for Kids Event; any acts, omissions, or activities of River City Youth Foundation; or any acts or activities of an River City Youth Foundation agent, employee, contractor, guest, or volunteer occurring at or related to the Merry Memories for Kids Event.
- 3.3 River City Youth Foundation agrees to complete all necessary and required forms related to Special Events through the City of Austin Parks and Recreation Department prior to the event to include a commitment to be responsible for any damage to the Dove Springs Recreation Center resulting from the event.

4. GENERAL RESPONSIBILITIES

- 4.1. This agreement does not grant River City Youth Foundation use of any other City property.
- 4.2. This agreement does not abrogate River City Youth Foundation's or its agent's, employee's, contractor's, or volunteer's responsibility to comply with federal, state, and local laws.
- 4.3. Failure to comply with the requirements of this agreement will result in the automatic revocation of the City's co-sponsorship of the Merry Memories for Kids Event.
- 4.4. This agreement is effective upon execution by all parties and remains in effect until the obligations under this agreement have been performed.
- 4.5. This agreement constitutes the entire agreement between the parties regarding the City's co-sponsorship of the Merry Memories for Kids Event. This agreement may not be modified except as agreed by the parties in writing.
- 4.6. If a term or provision of this agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this agreement remains effective.
- 4.7. Notice under this agreement shall be in writing and may be delivered by hand, by certified mail, by common carrier, or by email. Notice by hand-delivery or email is deemed effective immediately, by certified mail is deemed effective three days after deposit in a U.S. Post Office or in a U.S.

Mail Box, and by common carrier is deemed effective upon receipt.
Notice to a party shall be addressed as follows:

City of Austin
City Manager

River City Youth Foundation
President

- 4.8.** Venue for a dispute arising from this agreement shall be in Austin, Travis County, Texas.

This agreement is executed in duplicate and entered into by:

City of Austin

River City Youth Foundation

Marc A. Ott
City Manager
Date: _____

President, Board of Trustees
Date: _____

Approved as to Form:

Jacqueline Cullom
Assistant City Attorney