

CO-SPONSORSHIP AGREEMENT
Between the
CITY OF AUSTIN
and the
NOSOTROS LOS TEJANOS PARADE COMMITTEE
for the
NOSOTROS LOS TEJANOS PARADE

1. FINDINGS AND STATEMENT OF PUBLIC PURPOSE

- 1.1. Tejanos past and present have enriched the cultural heritage of the State of Texas and contribute significantly to its strength.
- 1.2. The 77th Legislature of the State of Texas approved the construction of a statue or monument on the Capitol grounds that pays tribute to the contributions of Tejanos to the State of Texas.
- 1.3. The monument honoring Tejanos is the first of its kind in the history of the Texas Capitol, and ground was broken on the Tejano Monument on January 13, 2012 with a planned unveiling in late March 2012.
- 1.4. A three day ceremony, conference and parade will be held in honor of the unveiling March 29-31, 2012 that is expected to bring thousands of visitors to the Austin area to participate in the events.
- 1.5. Nosotros los Tejanos Parade celebrates the installation of the Tejano Monument on the Capitol grounds and will take place on Congress Avenue on March 31, 2012.
- 1.6. The City of Austin seeks to properly host the event and honor the contributions of Tejanos in the making of Texas.

2. CITY OF AUSTIN CO-SPONSORSHIP RESPONSIBILITIES

- 2.1. The City of Austin will co-sponsor the Nosotros Los Tejanos Parade to be held on March 31, 2012.
- 2.2. The City of Austin co-sponsorship is a one-time contribution valued at approximately \$15,778 constituting a waiver of all fees typically associated with this type of special event and police and barricade costs.
- 2.3. The City of Austin's contribution as a co-sponsor is limited to the item specified immediately above.

3. NOSOTROS LOS TEJANOS PARADE COMMITTEE

- 3.1. Nosotros Los Tejanos Parade Committee agrees to conduct this event in a manner that preserves and promotes the public health and safety and that complies with requirements of applicable City ordinances and regulatory standards.
- 3.2. Nosotros Los Tejanos Parade Committee 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 Nosotros Los Tejanos Parade; any acts, omissions, or activities of the Nosotros Los Tejanos Parade Committee; or any acts activities of an Nosotros Los Tejanos Parade Committee agent, employee, contractor, guest, or volunteer occurring at or related to the Nosotros Los Tejanos Parade.
- 3.3. Nosotros Los Tejanos Parade Committee agrees to complete all necessary and required forms related to Special Events through the City of Austin Transportation Department and Austin Police Department prior to the event to include a commitment to be responsible for any damage resulting from the event.

4. GENERAL RESPONSIBILITIES

- 4.1. This agreement does not grant Nosotros Los Tejanos Parade Committee use of any other City property.
- 4.2. This agreement does not abrogate Nosotros Los Tejanos Parade Committee 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 Nosotros Los Tejanos Parade.
- 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 Nosotros Los Tejanos Parade. 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

Nosotros Los Tejanos

Parade Committee

City Manager

Chair

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

**Nosotros Los Tejanos
Parade Committee**

Marc A. Ott
City Manager
Date: _____

Chair, Parade Committee
Date: _____

Approved as to Form:

Assistant City Attorney