

# CO-SPONSORSHIP AGREEMENT Between the CITY OF AUSTIN And AUSTIN/TRAVIS COUNTY REENTRY ROUNDTABLE

### A. Findings and Statement of Public Purpose

The Austin City Council finds that the Austin/Travis County Reentry Roundtable ("Roundtable") serves the important public purpose of enhancing public safety by collaborating with critical stakeholders to develop effective strategies for convicted criminal offenders to successfully reenter into the fabric of society.

### B. City of Austin Co-Sponsorship Responsibilities

The City of Austin will co-sponsor the Roundtable, and agrees to provide a grant of \$35,000 to Roundtable for the period beginning upon the effective date of this Agreement and ending September 30, 2010 for the purpose of engaging in such measures enumerated in this Agreement to facilitate offender reentry into society. Payment under this agreement shall be made to the Roundtable's fiscal agent, the Austin Community Foundation, P.O. Box 5159, Austin, Texas 78763.

# C. Roundtable Co-Sponsorship Responsibilities

In exchange for the City's co-sponsorship, Roundtable agrees to:

- 1. Engage employers to enhance hiring policies to employ more persons with criminal backgrounds;
- 2. Advocate for effective employment readiness training programs during incarceration and after release;
- 3. Assist in the development of strategies that link persons with criminal backgrounds to effective transitional, supportive or permanent housing;
- 4. Encourage community services that support families and children of incarcerated persons;

- 5. Provide assessment of needs and services for persons with criminal backgrounds that are utilized to inform appropriate decision makers;
- 6. Create partnerships and strong relationships with the Texas Department of Criminal Justice and other relevant state agencies to further effective offender reentry policies and practices;
- 7. Research evidenced-based practices related to effective strategies for successful offender reentry to society and make recommendations to key decision makers at state and local levels base upon these findings;
- 8. Identify offender reentry trends and their impact upon the City of Austin; and
- 9. Help to increase the public safety of the City of Austin and Travis County by supporting law enforcement efforts through effective reentry policies.

## D. General Provisions and Requirements

- 1. This Agreement does not abrogate Roundtable's responsibility, or that of its agents, employees, contractors, or volunteers, to comply with federal, state and local laws.
- Nothing contained herein shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employer-employee or of principal-agent. No party to this Agreement will be responsible for the acts or omissions of an employee of another party except as may be decreed against that party by judgment of a court of competent jurisdiction.
- Failure to comply with the requirements of this Agreement may result in the revocation of the City's co-sponsorship of Roundtable, but not of Roundtable's obligations to the City under this Agreement. In the event that City co-sponsorship is revoked, Roundtable shall repay, on a pro rata basis, all grant funds provided to it by the City.
- 4. Either party may withdraw from and terminate this Agreement on thirty (30) days written notice to the other party.
- 5. This Agreement is effective when signed by both parties. The Agreement shall remain in effect for an initial term to expire on September 30, 2010. It shall automatically renew annually, on October 1 of each successive year for up to five (5) years, unless terminated by either party by written notice given according to the terms of this Agreement.
- 6. This Agreement constitutes the entire agreement between the parties regarding the City's co-sponsorship of the Roundtable. This Agreement may not be modified except as agreed to by the parties in writing.
- 7. 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.

8. Notice under this Agreement shall be in writing and may be delivered by hand, by certified mail, or by common carrier. Notice by hand-delivery is deemed effective upon delivery. Notice by certified mail is deemed effective three days after deposit in a U.S. Post Office or in a U.S. Mail Box. Notice by common carrier is deemed effective upon receipt. Notice to a party shall be addressed as follows:

City of Austin:

Austin/Travis County Reentry Roundtable:

Marc A. Ott City Manager City of Austin P.O. Box 1088 Austin, Texas 78767-1088 Penny Rayfield Planning Council Chair P.O. Box 5159 Austin, Texas 78763

8. Venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

This Agreement is executed by:

City of Austin:

Marc A. Ott, Vity Manager

12/29/09 Date

Austin/Travis County Reentry Roundtable:

Penny Rayfield, Hanning Council Chair

Date