

**AGREEMENT
FOR EDUCATIONAL AND CLEAN-UP SERVICES
BETWEEN THE CITY OF AUSTIN
and
KEEP AUSTIN BEAUTIFUL, INC.**

This Agreement for Educational and Clean-up Services("Agreement") is made between the City of Austin, a Texas municipal corporation, ("City") acting by and through its City Manager, and Keep Austin Beautiful, Inc., ("KAB") a Texas non-profit corporation acting by and through its president, _____.

I. FINDINGS AND STATEMENT OF PUBLIC PURPOSE

The City Council finds that KAB is a non-profit corporation providing services to improve Austin's environment and aesthetics through a variety of educational and clean-up programs and providing resources and education to inspire Austin citizenry toward effective environmental stewardship.

The Council further finds that KAB receives donations from various organizations to provide these services and that the services performed by KAB promote tourism and economic growth for the City.

KAB, in furtherance of its mission, seeks to collaborate with the City to provide services to the City as set forth in this Agreement.

Because of the above-stated public benefits, the Council finds that this Agreement will serve a public purpose.

II. CITY OF AUSTIN RESPONSIBILITIES

- A. The City of Austin will fund educational and clean-up services provided by KAB by dedicating two (2) full-time equivalent (FTE) staff positions and providing a monetary contribution in an amount not to exceed \$12,151.00 , subject to approval in the City's annual budget, for non-personnel expenses such as printing, program supplies and small tools.
- B. The 2 (two) FTE staff positions shall serve as KAB Manager and KAB Project Coordinator, shall be hired by the City, and shall be City employees entitled to all benefits provided City employees. Job responsibilities shall be as established by the City, but shall not include fundraising activities for KAB. The City shall notify KAB of any personnel changes involving the two positions funded under this Agreement..

- C. The City of Austin's contribution is limited to those items specified in this Agreement.

III. KAB RESPONSIBILITIES

- A. KAB shall implement programs in the Austin area focused on clean-up, recycling, and public education regarding waste management, waste reduction, recycling, and resource conservation. KAB programs include but are not limited to:
1. neighborhood and community clean-ups,
 2. major one-day volunteer clean-up events,
 3. adopt-a-street and adopt-a-creek programs,
 4. event recycling programs,
 5. youth education including school-based, after-school, scout troops, and youth groups, and
 6. annual awards to inspire citizens and motivate community involvement.
- B. Upon approval by the City, KAB may use an electronic copy of the City of Austin seal to display in conjunction with KAB's logos or indicia in materials exclusively designed to promote KAB public education and clean-up programs.
- C. KAB shall provide the City with an annual activity report summarizing the educational and clean-up programs provided or supported with City funds not later than September 1, 2009.
- D. KAB shall provide the City with an annual accounting of the non-personnel funding provided by the City under this Agreement, and will return to the City any unused funding not later than September 1, 2009.
- E. KAB shall 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 KAB's education and clean-up programs, any acts, omissions, or activities of KAB or any acts and activities of an agent, employee, contractor, or volunteer of KAB occurring at or related to the educational or clean-up programs, the City's co-sponsorship of the educational or clean-up programs, the condition of any property or premises related to the educational or clean-up programs, or any acts, omissions, or activities related to or arising out of the City's co-sponsorship of the educational or clean-up programs. Nothing in this Agreement shall limit the rights of the City against any third party who may be liable for an indemnified claim.
- F. KAB employees, other than the two positions funded by the City under this Agreement, are under the sole control of KAB, are not City employees, and are not eligible for benefits provided City employees.

IV. TERM

- A. This Agreement becomes effective upon execution by all parties and expires October 1, 2009.
- B. Under this Agreement the City has contracted with KAB for educational and clean-up programs during the period of October 1, 2008 through September 30, 2009.

V. GENERAL PROVISIONS

- A. This Agreement does not abrogate the responsibility of KAB or their agents, employees, contractors, or volunteers to comply with federal, state, and local laws.
- B. This Agreement constitutes the entire agreement between the parties and may not be modified except as agreed by the parties in writing.
- C. KAB shall permit the City to inspect its records pertaining to the operation of programs and expenditure of funds under this Agreement. KAB shall maintain, keep, and preserve at its principal office all such records for a period of four years after the termination of this Agreement.
- D. 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.
- E. Venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

Executed by:

CITY OF AUSTIN

Marc A. Ott, City Manager

Date: _____

KEEP AUSTIN BEAUTIFUL, INC.

, President

Date: _____