

**CO-SPONSORSHIP AGREEMENT
BETWEEN THE CITY OF AUSTIN AND KEEP AUSTIN BEAUTIFUL
for
EDUCATIONAL, CLEAN-UP, AND BEAUTIFICATION SERVICES**

This Co-Sponsorship Agreement (the "Agreement") is entered into by and between the City of Austin, a home-rule municipal corporation situated in Hays, Travis and Williamson counties (the "City") and Keep Austin Beautiful, Inc., ("KAB"), a Texas non-profit corporation acting by and through its president, Todd McCay.

I. FINDINGS AND STATEMENT OF PUBLIC PURPOSE

The City Council finds that the educational, clean-up, and beautification services provided by KAB benefit the public by providing services to improve Austin's environment and aesthetics through a variety of programs as well as providing resources and education to inspire Austin citizenry toward effective environmental stewardship.

The City 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.

The City and KAB have worked cooperatively on educational, clean-up, and beautification services in the past and wish to continue that relationship into the future.

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 City Council finds that the City's co-sponsorship of the educational, clean-up and beautification services provided by KAB will serve a public purpose.

II. CITY OF AUSTIN CO-SPONSORSHIP RESPONSIBILITIES

The City agrees to co-sponsor the educational, clean-up, and beautification services provided to Austin citizens by KAB by providing funding in the amount of \$213,000.00 for the initial term of December 1, 2009- September 31, 2010 and in the amount specified in the City's annual budget for additional years if this Agreement is extended under section IV B of this Agreement. Disbursements shall be made monthly.

III. KAB CO-SPONSORSHIP RESPONSIBILITIES

A. In exchange for the city's co-sponsorship, KAB shall implement programs in the Austin area focused on clean-up, education and beautification. Examples of 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, including soliciting volunteers for recycling programs at city co-sponsored events,
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. KAB and the City's Solid Waste Services Department shall work together to ensure that the services provided under this Agreement are coordinated with the policy objectives of the City.

C. 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.

D. KAB shall provide the City with an annual activity report summarizing the programs provided or supported with City funds not later than September 1 of each year this Agreement is in effect. The report shall include performance measures including, but not limited to, the measures listed in the sample report form attached hereto as **EXHIBIT A**.

E. KAB shall provide the City with an annual accounting of the programs provided or supported with City funds under this Agreement, and will return to the City any unused funding not later than September 1 of each year this Agreement is in effect.

F. 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 programs, the City's co-sponsorship of the programs, the condition of any property or premises related to the programs, or any acts, omissions, or activities related to or arising out of the City's co-sponsorship of the programs. Nothing in this Agreement shall limit the rights of the City against any third party who may be liable for an indemnified claim.

IV. TERM; TERMINATION

A. This Agreement becomes effective _____, 2009 and expires September 31, 2010, unless previously terminated under Section IV C or D of this Agreement or extended under Section IV B of this Agreement.

B. This Agreement may be extended annually for up to 10 additional one year terms, subject to written approval of the KAB Board and the City of Austin City Manager or designee.

C. This Agreement is contingent on the continued availability of funding through future appropriations. If funds become unavailable through lack of appropriation, then the City will issue written notice to KAB and the City may terminate this Agreement without further duty or obligation hereunder.

D. If either party defaults in performance of any of the terms or conditions of this Agreement, the defaulting party shall have 30 days after receipt of written notice of the default within which to cure the default. If the default is not cured within the time period allowed, then the other party shall have the right without further notice to terminate this Agreement.

V. GENERAL RESPONSIBILITIES

A. The Agreement does not obviate the responsibility of KAB or its agents, employees, contractors, or volunteers to comply with federal, state, and local laws.

B. This Agreement constitutes the entire agreement between the parties regarding co-sponsorship of the educational, clean-up, and beautification services provided to Austin citizens by KAB. This Agreement may not be modified except as agreed by the parties in writing. KAB may not assign, transfer or convey this Agreement without the City's express written consent.

C. 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 will remain in full force and effect, as if it never contained the offending term or provision.

D. Venue of any dispute arising under this Agreement shall be filed and maintained in Austin, Travis County, Texas.

This Agreement is entered into and executed by:

CITY OF AUSTIN:

KEEP AUSTIN BEAUTIFUL, INC.:

By: Robert Goode
Assistant City Manager

By: Todd McCay
President

APPROVED AS TO FORM:

City of Austin Law Department