



Amendment No. 12
of
Contract No. NA100000067
for
Educational, Clean-Up and Beautification Services
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to increase the contract amount by \$16,250.00. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Basic Term: 10/1/09 – 9/30/10	\$213,000.00	\$213,000.00
Amendment No. 1: Option 1 Extension 10/1/10 – 9/30/11	\$213,000.00	\$426,000.00
Amendment No. 2: Option 2 Extension 10/1/11 – 9/30/12	\$213,000.00	\$639,000.00
Amendment No. 3: Option 3 Extension 10/1/12 – 9/30/13	\$213,000.00	\$852,000.00
Amendment No. 4: Option 4 Extension 10/1/13 – 9/30/14	\$213,000.00	\$1,065,000.00
Amendment No. 5: Option 5 Extension 10/1/14 – 9/30/15	\$213,000.00	\$1,278,000.00
Amendment No. 6: Option 6 Extension 10/1/15 – 9/30/16	\$213,000.00	\$1,491,000.00
Amendment No. 7: Option 7 Extension 10/1/16 – 9/30/17	\$213,000.00	\$1,704,000.00
Amendment No. 8: Add Watershed Funding and Scopes 08/22/17	\$55,500.00	\$1,759,500.00
Amendment No. 9: Option 8 Extension 10/1/17 – 9/30/18	\$268,500.00	\$2,028,000.00
Amendment No. 10: Option 9 Extension 10/1/18 – 9/30/19	\$268,500.00	\$2,296,500.00

Action	Action Amount	Total Contract Amount
Amendment No. 11: Option 10 – Extension 10/1/19 – 09/30/2020	\$268,500.00	\$2,565,000.00
Amendment No. 12: Contract Increase 12/9/19	\$2,565,000.00 <u>+\$16,250.00</u> \$2,581,250.00	\$2,581,250.00

2.0 MBE/WBE goals were not established for this contract.

3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Rodney E. Ahart 12.10.19
Signature & Date:

Printed Name:

Rodney E. Ahart
Keep Austin Beautiful
55 N. IH35
Suite 215
Austin, Texas 78702

Cyrenthia Ellis 12/18/19
Signature & Date:

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office



Amendment No. 11
To
Contract No. NA100000067
For
Educational, Clean-Up and Beautification Services
Between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be October 1, 2019 through September 30, 2020. No options will remain.
- 2.0 The total contract amount is increased by \$268,500.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2009 – 09/30/2010	\$213,000.00	\$213,000.00
Amendment No. 1: Option 1 – Extension 10/01/2010 – 09/30/2011	\$213,000.00	\$426,000.00
Amendment No. 2: Option 2 – Extension 10/01/2011 – 09/30/2012	\$213,000.00	\$639,000.00
Amendment No. 3: Option 3 – Extension 10/01/2012 – 09/30/2013	\$213,000.00	\$852,000.00
Amendment No. 4: Option 4 – Extension 10/01/2013 – 09/30/2014	\$213,000.00	\$1,065,000.00
Amendment No. 5: Option 5 – Extension 10/01/2014 – 09/30/2015	\$213,000.00	\$1,278,000.00
Amendment No. 6: Option 6 – Extension 10/01/2015 – 09/30/2016	\$213,000.00	\$1,491,000.00
Amendment No. 7: Option 7 – Extension 10/01/2016 – 09/30/2017	\$213,000.00	\$1,704,000.00
Amendment No. 8: Add Watershed Funding and Scopes 08/22/2017	\$55,500.00	\$1,759,500.00
Amendment No. 9: Option 8 – Extension 10/01/2017 – 09/30/2018	\$268,500.00	\$2,028,000.00
Amendment No. 10: Option 9 – Extension 10/01/2018 – 09/30/2019	\$268,500.00	\$2,296,500.00
Amendment No. 11: Option 10 – Extension 10/01/2019 – 09/30/2020	\$268,500.00	\$2,565,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

By: Rodney Ahart 8-13-19
Rodney Ahart
Executive Director

Keep Austin Beautiful
55 North I-35, Suite 215
Austin, Texas 78702
(512) 391-0621
rodney@keepaustinbeautiful.org

By: R. Ahart
City of Austin
Assistant City Manager

Approved as to form:

By: Debra Thomas
City of Austin
Law Department



Amendment No. 10
of
Contract No. NA100000067
for
Educational, Clean-Up and Beautification Services
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 1, 2018 to September 30, 2019. One option remain.
- 2.0 The total contract amount is increased by \$268,500.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/1/09 – 9/30/10	\$213,000.00	\$213,000.00
Amendment No. 1: Option 1 10/1/10 – 9/30/11	\$213,000.00	\$426,000.00
Amendment No. 2: Option 2 10/1/11 – 9/30/12	\$213,000.00	\$639,000.00
Amendment No. 3: Option 3 10/1/12 – 9/30/13	\$213,000.00	\$852,000.00
Amendment No. 4: Option 4 10/1/13 – 9/30/14	\$213,000.00	\$1,065,000.00
Amendment No. 5: Option 5 10/1/14 – 9/30/15	\$213,000.00	\$1,278,000.00
Amendment No. 6: Option 6 10/1/15 – 9/30/16	\$213,000.00	\$1,491,000.00
Amendment No. 7: Option 7 10/1/16 – 9/30/17	\$213,000.00	\$1,704,000.00
Amendment No. 8: Add Watershed Funding and Scopes 08/22/17	\$55,500.00	\$1,759,500.00
Amendment No. 9: Option 8 10/1/17 – 9/30/18	\$268,500.00	\$2,028,000.00
Amendment No. 10: Option 9 10/1/18 – 9/30/19	\$268,500.00	\$2,296,500.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Keep Austin Beautiful

By: Rodney Ahart

Rodney Ahart
Executive Director

By: [Signature]

City of Austin
Assistant City Manager

APPROVED AS TO FORM: [Signature]

By: [Signature]

City of Austin
Law Department



Amendment No 9
of
Contract No. NA100000067
for
Educational, Clean-Up and Beautification Services
between
Keep Austin Beautiful
and the
City of Austin

- 10 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 1, 2017 to September 30, 2018. Two options remain.
- 20 The total contract amount is increased by \$268,500.00 for the extension option period. The total Contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Basic Term: 10/1/09 – 9/30/10	\$213,000 00	\$213,000 00
Amendment No. 1: Option 1 10/1/10 – 9/30/11	\$213,000 00	\$426,000 00
Amendment No. 2: Option 2 10/1/11 – 9/30/12	\$213,000 00	\$639,000 00
Amendment No. 3: Option 3 10/1/12 – 9/30/13	\$213,000 00	\$852,000 00
Amendment No. 4: Option 4 10/1/13 – 9/30/14	\$213,000 00	\$1,065,000 00
Amendment No. 5: Option 5 10/1/14 – 9/30/15	\$213,000 00	\$1,278,000 00
Amendment No. 6: Option 6 10/1/15 – 9/30/16	\$213,000.00	\$1,491,000 00
Amendment No. 7: Option 7 10/1/16 – 9/30/17	\$213,000 00	\$1,704,000 00
Amendment No. 8: Add Watershed Funding and Scopes 08/22/17	\$55,500 00	\$1,759,500 00
Amendment No. 9: Option 8 10/1/17 – 9/30/18	\$268,500 00	\$2,028,000 00

- 30 MBE/WBE goals were not established for this contract.
- 40 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 50 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Keep Austin Beautiful

By: Rodney Ahart

Rodney Ahart
Executive Director

By: [Signature]
City of Austin
Assistant City Manager

APPROVED AS TO FORM.

By: [Signature]
City of Austin
Law Department



Amendment No. 8
Of
Contract No. NA100000067
For
Educational, Clean-Up and Beautification Services
Between
Keep Austin Beautiful
And
City of Austin

- 1.0 The Scopes of Work attached are hereby incorporated into the contract by the Watershed Protection Department. The contract amount will be increased \$55,500 for these additional scopes.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/1/09 – 9/30/10	\$213,000.00	\$213,000.00
Amendment No. 1: Option 1 10/1/10 – 9/30/11	\$213,000.00	\$426,000.00
Amendment No. 2: Option 2 10/1/11 – 9/30/12	\$213,000.00	\$639,000.00
Amendment No. 3: Option 3 10/1/12 – 9/30/13	\$213,000.00	\$852,000.00
Amendment No. 4: Option 4 10/1/13 – 9/30/14	\$213,000.00	\$1,065,000.00
Amendment No. 5: Option 5 10/1/14 – 9/30/15	\$213,000.00	\$1,278,000.00
Amendment No. 6: Option 6 10/1/15 – 9/30/16	\$213,000.00	\$1,491,000.00
Amendment No. 7: Option 7 10/1/16 – 9/30/17	\$213,000.00	\$1,704,000.00
Amendment No. 8: Add Watershed Funding and Scopes	\$55,500.00	\$1,759,500.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Keep Austin Beautiful

By: Rodney Ahart
Rodney Ahart
Executive Director

By: [Signature]
City of Austin
Assistant City Manager

APPROVED AS TO FORM:

By: [Signature]
City of Austin
Law Department



Participant's Names: City of Austin Watershed Protection Department (WPD) and Keep Austin Beautiful (KAB)

Purpose of Partnership: Expansion of Adopt-a-Creek Program

Description of Program: The Adopt-A-Creek program encourages citizens to make a lasting commitment to protecting local creeks by adopting a ¼ mile stretch of creek for two years. Adopters conduct regular cleanups, participate in restoration workdays, and raise neighborhood awareness of creek health. This jointly operated program was created by KAB and WPD in 2005. The goals of this expanded partnership are to enhance the riparian restoration aspects of Adopt-a-Creek and promote the Watershed Protection Department's (WPD) Grow Zone program.

Program Manager: Ilya Shmulenson, Keep Austin Beautiful

Which priorities are being met by this expanded partnership?

- Education
- Program enhancement
- Environmental protection

Other Participants

☐ No ☒ Yes City of Austin Parks and Recreation Department, TreeFolks, various community service and volunteer organizations

Program Objectives: The objectives of the Adopt-a-Creek expansion are to:

- Promote environmental stewardship through service learning
- Increase awareness of Austin's watersheds and environment
- Protect water quality by improving Austin's creekside environment

Desired Outcomes or end results, which have to happen for this to be a successful undertaking to KAB:

WPD to provide:

- Program coordinator, John Clement, to assist with program development and service project logistics and support
- \$20,000 for additional KAB staff hours to be transferred to KAB

Desired Outcomes or end results which have to happen for this to be a successful undertaking to COA-WPD:



- Lead or coordinate restoration service projects that align with WPD's core mission to reduce the impact of flood, erosion, and water pollution.
 - Coordinate 50 volunteer restoration workdays. Typical restoration workdays may involve – seedling plantings events (led by TreeFolks), other native plantings, invasive plant management, soil amendment and seed ball events.
 - Lead 25 volunteer restoration workdays, including approximately 10 planting events and 10 invasives management events.
 - Riparian restoration training – coordinate at least 2 volunteer training events (led by WPD staff). Possible training topics include Creating a Restoration Plan, Green Stormwater Infrastructure and Community Creekside Monitoring
 - Completed restoration plans for adopted segments – encourage and assist 10 creek adopters to develop work plans using the WPD restoration template

WPD Contributions/Responsibilities: program coordinator will serve as a liaison to all WPD; provide up-to-date information on preferred restoration techniques; assist in identifying potential projects and activities; coordinate co-sponsorship funding; coordinate/attend meetings; coordinate WPD staffing needs for restoration projects; review restoration plans; assist with coordination of projects as needed; track program performance measures.

WPD staff hours: Program coordinator, John Clement = 4 hrs/wk

KAB contributions/responsibilities: 1 full-time staff; coordinate with volunteer groups; coordinate tool/supplies distribution; identify project sites; coordinate projects; provide project resources; track program performance measures; track budget

Start Date of Partnership: September 2016

End Date of Partnership: ongoing

Date met to review program: June 2016

Date program will be evaluated: September 2017

Contact Persons:

John Clement
City of Austin, Watershed Protection Department
512-974-1475; john.clement@austintexas.gov

Ilya Shmulenson
Keep Austin Beautiful
512-391-0617; ilya@keepaustinbeautiful.org



Participant's Names: City of Austin Watershed Protection Department (WPD) and Keep Austin Beautiful (KAB)

Purpose of Partnership: Clean Creek Campus Program

Description of Program: Clean Creek Campus is a school outreach program to foster environmental stewardship and provide hands-on learning about watersheds and our environment.

The program adds a service-learning element to WPD youth education programming and reaches third to eighth grade, while WPD's Earth Camp and Earth School are for fifth grade only.

Program Manager: Alecia Hudson, Keep Austin Beautiful

Which priorities are being met by this partnership?

- Education
- Program enhancement
- Environmental protection

Other Participants

☐ No ☒ Yes Austin Independent School District, City of Austin Parks and Recreation Department, charter & private schools, and Austin Water Utility Wildlands Conservation

Program Objectives: The objectives of Clean Creek Campus are to:

- promote environmental stewardship through service learning
- increase awareness of Austin's watersheds and environment
- install school gardens/habitats/compost systems, clean and restore creeks/parks/school grounds, mark storm drains

Desired Outcomes or end results, which have to happen for this to be a successful undertaking to KAB:

WPD to provide:



- program coordinator, Sara Heilman, to assist with curriculum development and service project logistics and support,
- \$15,000 for additional KAB staff hours during the school year to be transferred to KAB at the beginning of WPD's fiscal year,
- \$2500 for supplies, program promotion, mileage and transportation fees

Desired Outcomes or end results which have to happen for this to be a successful undertaking to COA-WPD:

- KAB to provide program coordinator to: schedule presentations and service projects, hire/train Clean Creek Campus educators, organize supplies, and coordinate transportation.
- Service projects align with WPD's core mission to reduce the impact of flood, erosion, and water pollution.
- Reach schools not served by the Earth Camp program.

Target number of students to reach: 1,800 individual students for a total of 4,500 student interactions.

WPD Contributions/Responsibilities: program coordinator will serve as a liaison to all WPD; develop/update water curriculum; teach as needed (backup); train instructors; identify project sites; promote program; order/provide supplies; funding; coordinate/attend meetings; coordinate WPD staffing needs; coordinate projects as needed; promote program; track budget; track program performance measures; graphics/banners/signs/giveaways

WPD staff hours: Program coordinator, Sara Heilman= 7 hrs/wk

KAB contributions/responsibilities: funding (including grants, sponsors, donations); staff (1 adult:17 student ratio for off campus field projects); coordinate with teachers (main point of contact); provide/update schedule; tools; develop/update curriculum; manage webpage; supplies; identify project sites; coordinate projects; track program performance measures; track budget; coordinate with other partners; follow up with schools

Start Date of Partnership: September 2016



End Date of Partnership: ongoing

Date met to review program: June 2016

Date program will be evaluated: January 2017

Contact Persons:

Sara Heilman

City of Austin, Watershed Protection Department
512-974-3540; sara.heilman@austintexas.gov

Alecia Hudson

Keep Austin Beautiful

512-391-0617 ; alecia@keepaustinbeautiful.org



Participant's Names: City of Austin Watershed Protection Department (WPD) and Keep Austin Beautiful (KAB)

Purpose of Partnership: Clean Lady Bird Lake Program

Description of Program: Clean Lady Bird Lake is a year-round effort to recruit volunteers to keep the lake clean. The program both cleans Lady Bird Lake on a regular basis and raises community awareness about the need to protect the health of the lake.

Keep Austin Beautiful has always helped volunteers clean the lake, providing cleanup supplies and arranging for the collection of full trash bags — however, it soon became clear that a larger push was needed. In 2009, KAB launched the Clean Lady Bird Lake, a year-round effort to recruit volunteers to keep the lake clean. The program both cleans Lady Bird Lake on a regular basis and raises community awareness about the need to protect the health of the lake.

KAB provides the essentials: trash collection, trash bags, gloves, trash grabbers for picking up trash in hard-to-reach areas; and poison ivy block, first aid kits, and sunscreen for protecting volunteers from the outdoor elements. Basics are supplemented with KAB logistical support in the coordination of cleanups, assistance in identifying areas in need, volunteer recruitment, and training for volunteer leaders.

After all of the hard work put into keeping our lake beautiful, we want to recognize our volunteers. Each site also awards a prize for the most unique item found. Every fall, we recognize Lady Bird Lake volunteers by partnering with Capital Cruises to host a tour of Lady Bird Lake. The party includes refreshments, food, and door prizes, and serves to bring volunteers together to share in the collective impact they make.

Which priorities are being met by this partnership?

- Education
- Litter abatement
- Program enhancement
- Environmental protection

Other Participants

- ☐ No ☒ Yes

Partnerships for Clean Lady Bird Lake are innovative in that they include non-profit organization and government /private businesses working together towards a common goal. Another remarkable element of the program is the comprehensiveness of these partnerships. Every non-profit government agency and business that has a stake or a role in maintaining and/or using Lady Bird Lake is represented in this program.

- The City of Austin Watershed Protection Department, the city department responsible for maintaining the lake, will contribute barges and other equipment for cleanups. The city also provides funding for the program.
- City of Austin Parks and Recreation provides trash collection along the trail for bimonthly cleanups. Austin Canoe and Kayak, Capital Cruises, Expedition School, Live Love Paddle, Texas Rowing Center,



Zilker Park Boat Rentals, and Rowing Dock provide canoes and kayaks for volunteers to use during cleanups.

- Many other non-profits and citizen groups serve as regular site leaders for workdays.

Program Objectives:

- Create a cleaner, more beautiful Lady Bird Lake.
- Create a community that is aware of the need to protect the health of Lady Bird Lake and motivated to make this goal a reality.
- Reduce the amount of trash in Lady Bird Lake.
- Raise awareness about the need to protect the health of the lake and keep it clean.

Background & Statement of Need

- Lady Bird Lake is often described as the crown jewel of Austin, and with good reason. With miles of trails, places to picnic or play with your dog, canoeing and kayaking access, and close proximity to downtown, Lady Bird Lake exemplifies both the active and laidback aspects of the Austin lifestyle. While it tops many people's list of places to take first-time visitors, it also tops the list of places for which Keep Austin Beautiful gets trash complaint calls. Nine watersheds flow into the lake and after every storm an increase in trash on the lake's surface is apparent as trash washes from streets to storm drains to creeks to the lake. Over the years, Keep Austin Beautiful has regularly organized clean-ups of the lake and thousands of volunteers have pitched in to pick up trash. However, as the city continues to grow, so does the amount of trash, so this initiative steps up the clean-up efforts.

Impact

- By conducting cleanups of Lady Bird Lake, much more is happening than keeping the lake and adjacent trail free of litter. Cleanups are about community connection — creating a vibrant city, giving neighbors the opportunity to get to know each other, and allowing people to feel good about themselves as they give back to their community. These are also family-friendly volunteer opportunities, accessible by all, fun and rewarding for citizens while also making such a noticeable impact in the community. Through this, we instill a sense of ownership and pride within communities.

Deliverables/Metrics:

- Conduct six major cleanups at 24 locations in and around the lake per year.
- Coordinate 2 smaller cleanups per month in and around the lake.
- Recruit an average of 250 volunteers for each bi-monthly cleanup
- Recruit 1,500 volunteers to clean Lady Bird Lake per year.
- Dedicate 500 volunteers hours to cleaning the lake every other month.
- Dedicate 3,000 volunteer hours to cleaning Lady Bird Lake per year.

WPD Contributions/Responsibilities: provide \$18,000 funding annually for KAB staff to implement program; barge to collect trash from on-the-water cleanups during bimonthly cleanups; liaison for WPD; and promote program.



KAB contributions/responsibilities: secure funding (including grants, sponsors, donations); staff; coordinate with volunteers (main point of contact); manage webpage; supplies; identify project sites; coordinate projects; track program performance measures; track budget; and coordinate with other partners.

Start Date of Partnership: February 2017

End Date of Partnership: ongoing

Date met to review program: {tbd}

Contact Persons:

Roxanne Jackson

City of Austin, Watershed Protection Department

974-1918; roxanne.jackson@austintexas.gov

Contractual Agreement:

Monica Lopez Magee

Keep Austin Beautiful

391-0617 x703; monica@keepaustinbeautiful.org

Program Deliverables:

Ilya Shmulenson

Keep Austin Beautiful

391-0617 x701; ilya@keepaustinbeautiful.org



**Amendment No. 7
of
Contract No. NA100000067
for
Educational, Clean-Up and Beautification Services
between
Keep Austin Beautiful
and the
City of Austin**

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2016, the term for the extension option will be October 1, 2016 to September 30, 2017 and there are three remaining options.
- 2.0 The total contract amount is increased by \$213,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/1/09 – 9/30/10	\$213,000.00	\$213,000.00
Amendment No. 1: Option 1 10/1/10 – 9/30/11	\$213,000.00	\$426,000.00
Amendment No. 2: Option 2 10/1/11 – 9/30/12	\$213,000.00	\$639,000.00
Amendment No. 3: Option 3 10/1/12 – 9/30/13	\$213,000.00	\$852,000.00
Amendment No. 4: Option 4 10/1/13 – 9/30/14	\$213,000.00	\$1,065,000.00
Amendment No. 5: Option 5 10/1/14 – 9/30/15	\$213,000.00	\$1,278,000.00
Amendment No. 6: Option 6 10/1/15 – 9/30/16	\$213,000.00	\$1,491,000.00
Amendment No. 7: Option 7 10/1/16 – 9/30/17	\$213,000.00	\$1,704,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Keep Austin Beautiful

By: Rodney Ahart

Rodney Ahart
Executive Director

By: [Signature]

City of Austin
Assistant City Manager

APPROVED AS TO FORM:

By: [Signature]

City of Austin
Law Department



Amendment No. 6
of
Contract No. NA100000067
for
Educational, Clean-Up and Beautification Services
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2015, the term for the extension option will be October 1, 2015 to September 30, 2016 and there are four remaining options.
- 2.0 The total contract amount is increased by \$213,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/1/09 – 9/30/10	\$213,000.00	\$213,000.00
Amendment No. 1: Option 1 10/1/10 – 9/30/11	\$213,000.00	\$426,000.00
Amendment No. 2: Option 2 10/1/11 – 9/30/12	\$213,000.00	\$639,000.00
Amendment No. 3: Option 3 10/1/12 – 9/30/13	\$213,000.00	\$852,000.00
Amendment No. 4: Option 4 10/1/13 – 9/30/14	\$213,000.00	\$1,065,000.00
Amendment No. 5: Option 5 10/1/14 – 9/30/15	\$213,000.00	\$1,278,000.00
Amendment No. 6: Option 6 10/1/15 – 9/30/16	\$213,000.00	\$1,491,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Keep Austin Beautiful

By: Rodney Ahart
Rodney Ahart
Executive Director

By: [Signature]
City of Austin
Assistant City Manager

APPROVED AS TO FORM:

By: [Signature]
City of Austin
Law Department



Amendment No. 5
of
Contract No. NA100000067
for
Educational, Clean-Up and Beautification Services
between
Keep Austin Beautiful
and the
City of Austin


- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2014, the term for the extension option will be October 1, 2014 to September 30, 2015 and there are five remaining options.
- 2.0 The total contract amount is increased by \$213,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/1/09 – 9/30/10	\$213,000.00	\$213,000.00
Amendment No. 1: Option 1 10/1/10 – 9/30/11	\$213,000.00	\$426,000.00
Amendment No. 2: Option 2 10/1/11 – 9/30/12	\$213,000.00	\$639,000.00
Amendment No. 3: Option 3 10/1/12 – 9/30/13	\$213,000.00	\$852,000.00
Amendment No. 4: Option 4 10/1/13 – 9/30/14	\$213,000.00	\$1,065,000.00
Amendment No. 5: Option 5 10/1/14 – 9/30/15	\$213,000.00	\$1,278,000.00

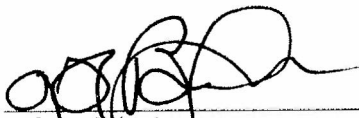
- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

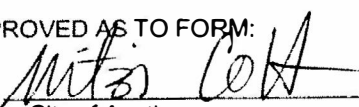
Keep Austin Beautiful

By: 

Rodney Ahart
Executive Director

By: 
City of Austin
Assistant City Manager

APPROVED AS TO FORM:

By: 
City of Austin
Law Department



Amendment No. 4
of
Contract No. NA100000067
for
Educational, Clean-Up and Beautification Services
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2013 the term for the extension option will be October 1, 2013 to September 30, 2014 and there are six remaining options.
- 2.0 The total contract amount is increased by \$213,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 10/1/09 – 9/30/10	\$213,000.00	\$213,000.00
Amendment No. 1 Option 1 10/1/10 – 9/30/11	\$213,000.00	\$426,000.00
Amendment No. 2 Option 2 10/1/11 – 9/30/12	\$213,000.00	\$639,000.00
Amendment No. 3 Option 3 10/1/12 – 9/30/13	\$213,000.00	\$852,000.00
Amendment No. 4 Option 4 10/1/13 – 9/30/14	\$213,000.00	\$1,065,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Keep Austin Beautiful

By

Deborah Auler Jones
President

By

City of Austin
Assistant City Manager

APPROVED AS TO FORM

By

City of Austin
Law Department



Amendment No. 3
of
Contract No. NA100000067
for
Educational, Clean-Up and Beautification Services
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2012, the term for the extension option will be October 1, 2012 to September 30, 2013 and there are seven remaining options.
- 2.0 The total contract amount is increased by \$213,000.00 for the extension option period. The total Contract authorization is recapped below:

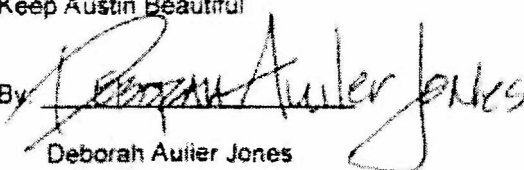
Term	Action Amount	Total Contract Amount
Basic Term: 10/1/09 – 9/30/10	\$213,000.00	\$213,000.00
Amendment No. 1: Option 1 10/1/10 – 9/30/11	\$213,000.00	\$426,000.00
Amendment No. 2: Option 2 10/1/11 – 9/30/12	\$213,000.00	\$639,000.00
Amendment No. 3: Option 3 10/1/12 – 9/30/13	\$213,000.00	\$852,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.


BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Keep Austin Beautiful

By:

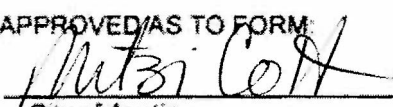

Deborah Auiler Jones
President

By:


City of Austin
Assistant City Manager

APPROVED/AS TO FORM:

By:


City of Austin
Law Department



Amendment No. 2
of
Contract No. NA100000067
for
Educational, Clean-Up and Beautification Services
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2011, the term for the extension option will be October 1, 2011 to September 30, 2012 and there are eight remaining options.
- 2.0 The total contract amount is increased by \$213,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/1/09 – 9/30/10	\$213,000.00	\$213,000.00
Amendment No. 1: Option 1 10/1/10 – 9/30/11	\$213,000.00	\$426,000.00
Amendment No. 2: Option 2 10/1/11 – 9/30/12	\$213,000.00	\$639,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CITY OF AUSTIN:

By: N/A
Byron Johnson
Purchasing Officer

Keep Austin Beautiful:

By: Barry Dawson
Barry Dawson
President

APPROVED AS TO FORM:

By: Mitzi Cott
City of Austin
Law Department

By: [Signature]
City of Austin
Assistant City Manager



Amendment No. 1
of
Contract No. NA100000067
for
Educational, Clean-Up and Beautification Services
between
Keep Austin Beautiful
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2010, the term for the extension option will be October 1, 2010 to September 30, 2011 and there are nine remaining options.
- 2.0 The total contract amount is increased by \$213,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/1/09 – 9/30/10	\$213,000.00	\$213,000.00
Amendment No. 1: Option 1 10/1/10 – 9/30/11	\$213,000.00	\$426,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CITY OF AUSTIN:

By: N/A
Byron Johnson
Purchasing Officer

Keep Austin Beautiful
By: [Signature]
James Landrum
President

APPROVED AS TO FORM:

By: [Signature]
City of Austin
Law Department

CITY OF AUSTIN:
By: [Signature]
City of Austin
Assistant City Manager

**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, James Landrum.

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 over the past twenty years and wish to continue that relationship into the future.

KAB, through the mobilization and support of over 50,000 volunteer labor hours each year to clean and beautify the City of Austin, estimates that it saves the City over \$1.1 million dollars in additional services that would otherwise be needed.

KAB, in furtherance of its mission, seeks to continue collaborating 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 31, 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 V B of this Agreement.

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 serving as the first point of contact for event organizers, providing them with education and technical assistance, assisting with volunteer recruitment and directing event organizers to Solid Waste Services (SWS) to loan, pick up, and return recycling bins. KAB agrees to partner with SWS to provide access to the KAB event container requests via the KAB database.
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 funds spent under this Agreement and the programs provided or supported with City funds under this Agreement no later than June 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. PAYMENT FOR SERVICES

A. KAB shall submit to the City statements in a form acceptable to the City, on a monthly basis. The statements shall include a description of work performed. The statements shall be sent to:

City of Austin
Solid Waste Services Department
Attn: Financial Division
P.O. Box 1088
Austin, Texas 78767-1088

Remittance will be made payable to Keep Austin Beautiful, Inc. and will be sent to:

Keep Austin Beautiful, Inc.
Attn: Executive Director
105 W. Riverside Drive, Suite 230
Austin, Texas 78704

B. After the initial term, this Agreement is contingent on the continued availability of funding through appropriations. If funds become unavailable through lack of future appropriation, then the City will issue written notice to KAB within five (5) business days of knowledge of such future appropriation decision and the City may terminate this Agreement without further duty or obligation. Failure to notify shall not give rise to any legal rights under this Agreement.

V. TERM; TERMINATION

A. This Agreement becomes effective December 31, 2009 and expires September 31, 2010, unless previously terminated under Section V C of this Agreement or extended under Section V 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. 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.

VI. 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 the City's co-sponsorship of KAB's Education, Clean-Up and Beautification Services. 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.

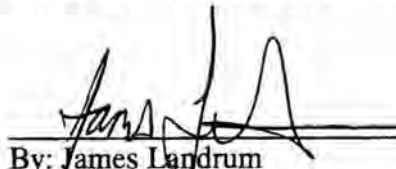
This Agreement is entered into and executed by:

CITY OF AUSTIN:

KEEP AUSTIN BEAUTIFUL, INC.:



By: Robert Goode
Assistant City Manager



By: James Landrum
President

APPROVED AS TO FORM:



City of Austin Law Department

EXHIBIT A
SAMPLE PERFORMANCE MEASURES REPORT

Measurement_Type	Performance_Measure_Name	Performance_Measure_Description	PRIOR YR ACTUAL (07- 08 Actual)	CURRENT YR AMENDED (08- 09 Budget)	CURRENT YR ESTIMATE	NEXT YR PROPOSED
O	The number of activities, including education programs provided by KAB	The number of activities, including education programs provided by KAB	950	500	983	983
E	Value per volunteer per hour per event, activity, ed., presentation, outreach, awareness campaign provided by KAB, which results in savings or cost avoidance (based on national non-profit standard value)	Value per volunteer per hour per event, activity, ed., presentation, outreach, awareness campaign provided by KAB, which results in savings or cost avoidance (based on national non-profit standard value)	\$ 19.51	\$20.51	\$20.51	\$20.51
O	Volunteer hours contributed to KAB activities	Number of volunteer hours for Keep Austin Beautiful activities	50,252	50,000	60,000	60,000
R	Total cost saving attributed to KAB activities	Total cost savings attributed to KAB activities	\$980,417	\$1,025,500	\$1,230,600	\$1,230,600
Output	Number of volunteers that contributed to KAB activities	Number of volunteers that contributed to KAB activities	New FY10	New FY10	16,000	16,000
Output	Pounds of garbage collected through KAB activities	Pounds of garbage collected through KAB activities			164,000	164,000
Output	Pounds of recycling materials collected through KAB activities	Pounds of recycling materials collected through KAB activities			30,000	30,000
Output	Number of educational presentations provided	Number of educational presentations provided			316	316
Output	Number of student interactions/impressions	Number of student interactions/impressions			5,500	5,500
Output	Number of events supported with event recycling	Number of events supported with event recycling				