



MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (MOU) Between DeKalb County, Georgia and Keep DeKalb Beautiful, Inc.

This Memorandum of Understanding (MOU) is made and entered into by **DeKalb County**, Georgia (the “County”) and **Keep DeKalb County Beautiful Inc.** (“KDB Inc.”), referred to collectively as the “Parties” and at times individually as the “Party”.

This MOU is effective as of January 1, 2018 and will automatically renew annually every **January 1 for a period of five (5) years and shall expire with no further renewals on January 31, 2023**. Notwithstanding the foregoing this MOU may be amended or terminated at any time with the mutual consent of the Parties, and may be terminated unilaterally by either party at any time by providing a thirty (30) day notice to the other Party in writing. In no event, shall there be a penalty, damages, or exchange of funds associated with termination of this MOU.

DEFINITIONS

- **Memorandum of Understanding** may be referenced as “MOU”
- **DeKalb County**, Georgia may be referenced as the “County”
- **Keep DeKalb County Beautiful Inc.** may be referenced as “KDB Inc.”
- **Keep America Beautiful** may be referenced as “KAB”
- **Keep Georgia Beautiful** may be referenced as “KGB”
- **The Manager of the Keep DeKalb Beautiful Department for DeKalb County** or the government employee in charge of the Keep DeKalb Beautiful Department may be referenced as “**County Liaison**”.

The Parties acknowledge and agree that there exists an entity called Keep DeKalb Beautiful, which forms nationwide affiliations with non-profit corporations, government related associations, or other assembled entities for the purpose of furthering the objectives and mission of Keep America Beautiful (“KAB”). In the case of DeKalb County, Georgia, the Keep America Beautiful affiliate is Keep DeKalb County Beautiful. Keep DeKalb County Beautiful Inc., as an affiliate of Keep America Beautiful, is an incorporated nonprofit in partnership with DeKalb County, Georgia government. Keep DeKalb Beautiful is administered by this Memorandum of Understanding between DeKalb County, Georgia and the Board of Directors of Keep DeKalb Beautiful, Inc., a Georgia nonprofit corporation.

STATEMENT OF PURPOSE

The Parties recognize that they share a common mission to promote and support volunteer stewardship of public spaces in DeKalb County to attain a cleaner and greener environment, and that this MOU will define their respective abilities to achieve this common mission, both individually and collectively by the County and KDB Inc.

AGREEMENT

The Parties agree that the KDB Inc. affiliation with the national Keep America Beautiful (KAB) organization is a beneficial relationship that provides DeKalb County volunteers access to greater resources, including supplies, corporate donations, and media promotion. Accordingly, the Parties agree that:



1. Obligations of DeKalb County, Georgia

- a. The **County** will pay the Overhead Fees (Section I of 2018 Budget) required for KDB Inc. to maintain the Keep America Beautiful and Keep Georgia Beautiful (KGB) affiliations, including but not limited to, the KGB State Network Service Fee and the KAB Annual Affiliate Fee. The fees will be paid by their respective deadlines each year.
- b. The **County** will provide funding, in an amount not to exceed **\$25,000** annually, to support the operational budget submitted by the KDB Inc., Board of Directors. Both parties must approve the operational budget. The County shall make payment of the amount not to exceed **\$25,000** to KDB Inc. each year by August 1 for as long as this MOU shall remain in effect.
- c. If the County is not able to fund said amount or include it in their annual budget, then KDB Inc. should be notified by March 1 of the affected year.
- d. The **County** will be responsible for developing, executing, and completing the litter index requirements and coordinate with KDB Inc. to carry out the tasks. The County Liaison will compile the data and meet the reporting obligations to KAB.

2. Obligations of the County Liaison

- a. The **County Liaison** shall serve as primary coordinator and facilitator to the KAB Affiliate Program and work with KDB Inc. for the purpose of setting and reaching common goals, as well as, achieving the requirements of this MOU.
- b. The **County Liaison**, or any other employee of the County, may not serve as a voting member of the KDB Inc. Board of Directors.
- c. The **County Liaison** will submit to KAB required reports and provide KDB Inc. copies of such reports; grant applications; requests for support; and any other documentation or correspondence associated with affiliation.
- d. The **County Liaison** will complete required actions to ensure that the Keep DeKalb Beautiful affiliate is in good standing and always compliant with Keep America Beautiful and Keep Georgia Beautiful.
- e. The **County Liaison** will adhere to KDB Inc., KAB, and KGB deadlines and ensure that the Keep DeKalb Beautiful affiliate is always in good standing.
- f. The **County Liaison** will notify the KDB Inc. Chairman via email upon the receipt of donations or mail intended for KDB, Inc. within three to five business days or less for retrieval. The County will direct KDB Inc. donations to the nonprofit's respective mailing address, website, or to the Chairman or Treasurer.
The **County Liaison** and the **KDB Inc. Board of Director's Chair** will complete annual Keep America Beautiful training requirements. The County is responsible for the expenses of travel and training requirements for the KAB affiliate facilitators to receive training and attend conferences, meetings and events that support the affiliate relationship, in an amount not to exceed \$8,500.00 annually. This \$8,500.00 expense is included in the total funding provided by the County pursuant to 1.b. above.

3. Obligations of Keep DeKalb Beautiful Inc. (KDB Inc.)

- a. The **KDB Inc.** is responsible for all legal and financial requirements of administering KDB Inc. as a non-profit organization. KDB Inc. is solely responsible for completing the requirements of the Internal Revenue Service (IRS), Georgia Secretary of State, and the Georgia Department of Revenue (GDOR) to maintain its' nonprofit and 501(c)(3) status.
- b. The **KDB Inc.** shall serve as the required KAB Affiliate Board of Directors.



4. Sustainable Stewardship

The Parties agree that volunteer cleanup and beautification projects should be sustainable in nature and include a sufficient commitment of resources, both human and financial, to ensure on-going maintenance and stewardship. Accordingly, the Parties agree to the following:

- a. KDB Inc. will help develop and promote the programs within the County's Keep DeKalb Beautiful Department by recognizing volunteer's efforts and encouraging DeKalb County residents to volunteer.

5. Education

The Parties agree that education of the members of our community is critical to the health and cleanliness of our community. Accordingly, KDB Inc. shall create or engage in programs, events, or activities that will benefit DeKalb County, GA and the citizens of DeKalb County.

6. Electronic Media and Database

The Parties agree that website, social media and volunteer databases are integral to the successful promotion of volunteer efforts. However, the Parties further agree that DeKalb County government has various limitations on the ability of its various departments to use social media and internet- based communications tools, and it is the intention of the Parties that such limitation be observed. Accordingly, the Parties agree to the following:

- a. KDB Inc. will establish an independent website that links the County's page.
- b. The County will create and maintain an operable link to the KDB Inc. website from the official Keep DeKalb Beautiful website at:
 - i. <https://www.dekalbcountyga.gov/beautification/keep-dekalb-beautiful>
 - ii. www.keepdekalbbeautiful.org,
 - iii. or other websites
- c. While KDB Inc. may create and maintain a social media website in order to facilitate communications with its members and the public, KDB Inc. affirms and agrees that it will place an affirmative disclaimer on any such website that the KDB Inc. website is neither affiliated with nor controlled by DeKalb County government.
- d. The Parties will maintain and share with each other, to the extent the law allows, their respective databases of volunteers.

7. General Coordination and Support

The Parties agree that mutual support and consideration is critical to coordinating successful volunteer cleanups, recycling, education, and beautification events. Accordingly, the Parties agree to the following:

- a. The County Liaison will assist KDB Inc. to obtain duly authorized access to DeKalb County property and right-of-way, as needed, for KDB affiliate program events.
- b. The County will supply KDB Inc. affiliate program events—to the best of its ability and subject to those constraints imposed by available personnel and budget – with tools, supplies, and waste removal.
- c. Each party will promote the KAB affiliate programs and events by utilizing those resources available to it.
- d. The County Liaison will provide the following during the KDB Inc. board meetings, if available:
 - i. Details on the status of KAB reports and good standing requirements
 - ii. Keep DeKalb Beautiful Department activities/events



- iii. Calendar of events
- iv. Departmental concerns/issues/achievements
- v. Other items pertinent to the ongoing relationship between the County and KDB Inc.
- e. If necessary, the County will allow KDB Inc. to use the DeKalb County Beautification Unit’s physical address as their mailing address or provide meeting room space, if available.
- f. Both Parties will reasonably consult with the other prior to scheduling events to minimize possible conflicts.

8. Miscellaneous

Notwithstanding any other provision of this MOU to the contrary, the Parties agree to the following:

- a. KDB Inc. and DeKalb County are not engaged in a joint venture or partnership with respect to the subject matter of this MOU. KDB, Inc. is not an agent of DeKalb County and does not have the authority to bind DeKalb County in any matter.
- b. KDB Inc. shall be required to obtain its own liability insurance related to any events or programs, to include jointly sponsored events or programs, and in no event shall KDB Inc. or its directors, members, employees, officers, or agents be deemed to be the insured’s under any policy of DeKalb County insurance.
- c. The Parties acknowledge that the County asserts no control over the day-to-day operation of the nonprofit, KDB Inc.
- d. The Parties acknowledge that Keep DeKalb Beautiful, Inc. asserts no control over the day-to-day operation of Keep DeKalb Beautiful (a division of the DeKalb Beautification Department).

DEKALB COUNTY, GEORGIA

KEEP DEKALB BEAUTIFUL, INC.

By: _____
Michael L. Thurmond, CEO

By: _____
Jocelyn Robinson, Chair

ATTEST:

Barbara H. Sanders, Ex-Officio Clerk of the
Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

Viviane H. Ernstes
Acting County Attorney
DeKalb County, Georgia