

---

**MEMORANDUM OF UNDERSTANDING  
BETWEEN DEKALB COUNTY, GEORGIA AND LIVE THRIVE, INC**

This **Memorandum of Understanding** ("MOU" or "Agreement") is effective as of -----, 2026 by and between **DeKalb County, a political subdivision of the State of Georgia**, (hereinafter referred to as "County") and **Live-Thrive, Inc, a 501 (c)(3) non-profit organization** (hereinafter referred to as "Live Thrive" or "Contractor") (herein may be referred to as the "Parties" or individually as "Party").

**WHEREAS**, Live Thrive is an Atlanta-based 501(c)(3) organization whose mission is to empower people, organizations, communities, and businesses to make positive, healthy, and sustainable changes to the environment; and

**WHEREAS**, some of Live Thrive's initiatives include: promoting reuse and proper disposal of bulky trash and household hazardous waste, organizing County wide and District wide sustainable events, implementing school and community-based environmental initiatives, and working to improve the quality of Metro-Atlanta's water and overall health of the environment; and

**WHEREAS**, a Center for Hard to Recycle Materials ("CHaRM") is a facility operated by Live Thrive independently from the County that encourages environmental reuse, while diverting thousands of pounds of household hazardous waste, and other hard to recycle items from households, landfills, and the water supply; and

**WHEREAS**, a CHaRM facility can accept a wider range of items than typical curbside recycling (examples - batteries, chemicals/pesticides, electronics, expired medications, fats/oil/grease, paint latex/oil, light bulbs, mattresses, plastic bags/wrap and tires); and

**WHEREAS**, each of the "Top Ten Sustainable Cities" have more than one permanent household hazardous waste facility (Austin, TX; Berkeley, Oakland, and San Francisco, CA; Boston and Cambridge, MA; Chicago, IL, Eugene and Portland, OR; and Seattle, WA); and

**WHEREAS**, Live Thrive has expressed interest in servicing the public by managing the operations of a CHaRM facility and managing an environmental conservation educational program, providing guided tours, recycling exhibits, and educational materials; and

**WHEREAS**, the County generally invites, encourages and enters into partnerships that provide service and protection to the general public; and saves the County thousands of dollars in sanitation tipping fees; and

**WHEREAS**, the County will partner with Live Thrive to provide collection events, and the CHaRM facility would establish a long-term sustainable solution that would save valuable space in the County's landfills and ensure items are being disposed of properly; and promote green job growth; and

**WHEREAS**, the County and Live Thrive have determined that it is to the mutual advantage and benefit of each of the parties to enter into this Agreement wherein Live Thrive shall be exclusive operator of all CHaRM facilities in the County for a mutually agreed upon period.

**NOW THEREFORE**, for and in consideration of the foregoing premises, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and

---

sufficiency of which is acknowledged by each of the parties hereto, the parties do mutually agree to the above recitals and as follows:

A. Live Thrive Commitments

1. Live Thrive shall be the sole operator of all permanent and temporary Center for Hard to Recycle Materials (CHaRM) facilities in the County ("Facilities"), whose locations and leasing obligations shall rest solely with Live Thrive.
2. Live Thrive shall be solely responsible for the staffing of the Facilities with its own employees and shall handle all recruiting, hiring, discipline, terminations, or other human resource functions related to its employees/staff. None of the employees/staff shall be deemed to be employees, independent contractors, or contractors of the County.
3. Live Thrive shall maintain all necessary insurance, including, but not limited to, facility, employee, and worker's compensation policies for the term of this MOU.
4. By entering in this MOU, Live Thrive is not released from applying for and obtaining all necessary permits and licenses to operate each CHaRM facility. Live Thrive shall, throughout the term of this Agreement and at its sole expense, comply with all federal, state, and local laws, ordinances, rules, and regulations in connection with the operation of its facilities. Live Thrive shall be solely responsible for containerizing, storing, handling, and disposing of any hazardous waste, solid waste, scrap tires or other items deposited or placed on the facilities for disposal pursuant to or because of Live Thrive's use of the facilities, in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. However, nothing in this section shall preclude the Parties from collaborating or establishing mutually beneficial arrangements wherein Live Thrive could join in with the County's recycling vendor in the vendors regular routes to pick up small items (e.g. shelf stable cartons).
5. Live Thrive shall be responsible for obtaining and retaining all applicable environmental permits, waste manifests and disposal receipts in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
6. Live Thrive will be responsible for establishing and maintaining contractual relationships with the necessary vendors and operator for the disposal of material collected at each CHaRM facility. The County will not be responsible for any Live Thrive participants in said contractual relationships. Accordingly, the County agrees that the County will not commit Live Thrive resources or impact the operations of the facilities in any of the County's relationships or contracts without having Live Thrive's written consent.
7. Live Thrive shall be solely responsible for all utility services associated with the Facilities, including, but not limited to, electricity, water, sewer, telecommunications, and solid waste collection and disposal services, together with any fees, charges, assessments, or costs associated therewith unless otherwise agreed to in writing by the Parties.
8. Live Thrive shall be responsible for maintaining all areas within the secured facility fence line unless otherwise agreed to in writing by the Parties.

---

B. CHaRM Facilities and Operations

1. Live Thrive will operate a CHaRM facility at a location in an unincorporated area of the County to accept recyclable items from County residents and businesses. Live Thrive acknowledges that its partnership with the County as outlined in this MOU is for the benefit of County residential customers only. While CHaRM facilities are not precluded from accepting materials from non-County residents/businesses using sources of funding other than County funds, the County is under no obligation to contribute funds or resources for non-County residents and businesses. This does not impact Live Thrive's ability to accept materials from citizens or businesses outside of the County or to expand locations in other jurisdictions.
2. Live Thrive shall operate the CHaRM facility on a regularly established schedule of operating hours, which shall be determined by Live Thrive for each CHaRM facility based on usage, staffing availability, finances, and other factors. However, Live Thrive reserves the right to close early on a regularly scheduled operation day should the materials received that day exceeds its daily material processing capacity, County health and safety concerns; or for reasons outside the control of Live Thrive (e.g. flooding, emergencies, snow, acts of war etc.) but will notify the County within three (3) hours of making the decision to amend the hours.
3. The attached Exhibit "A" lists the household materials that will be accepted at each CHaRM facility and the cost to process these materials. The lists may vary between CHaRM facilities and may be amended by Live Thrive as needed to accommodate market conditions, vendor acceptance, pricing, and other factors. Live Thrive will provide written notice to the County within thirty (30) days of any changes.
4. The County agrees to provide Live Thrive with no more than three (3) curbside recycling carts and to incorporate curbside recycling collection at the CHaRM facility subject to the normal curbside recycling schedule for the residential area in which the permanent CHaRM facility resides.

C. Time & Term.

1. This MOU shall commence on the Effective Date set forth herein. Contractor shall fully complete the Work within three (3) years from and including the Effective Date. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.
2. As required by O.C.G.A. § 36-60-13, this MOU shall i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement; and (iii) terminate absolutely, with no further renewals, on December 31, 2029 unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Tenant in accordance with the terms of this Agreement. If either party terminates this MOU pursuant to this paragraph, both parties shall thereafter be relieved of all obligations under

---

this Agreement, except those that are specifically designated to survive the termination of this Agreement.

3. Either party may unilaterally terminate this MOU, in whole or in part, without cause at its option by providing thirty (30) days written notice to the other party. Such Notice of Termination shall be delivered in accordance with Paragraph H below. In case of termination of this MOU before completion of the Work, Live Thrive will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential, or punitive damages, attorney's fees or costs from the other party to this MOU for any reason whatsoever.

D. Payment.

For the aforementioned services to be provided to the County, the County shall pay an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) per year for three years ("Payment") to cover material processing, fees, staff, operations and to receive and dispose of recyclable items at a location in unincorporated DeKalb County from County residents and businesses during the Term of this Agreement subject to the payment terms outlined herein below. Over the Term of the MOU, the County shall pay Live Thrive an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000.00). Live Thrive acknowledges that the County's Payment represents the County's entire financial obligation for the Work under this Agreement. Live Thrive will track the use of funds to ensure that they are being used to fund only County related functions and operations. To that end, Live Thrive will provide quarterly reports to the Director of Recreation, Parks and Cultural Affairs, no later than the last business day of the months of March, June, September and December, throughout the Term of the Agreement. All quarterly reports shall include, at a minimum, County resident participation by zip code, an accounting of all processing fees paid by County residents, staffing expenses associated with County residents and businesses and operational costs associated with County residents and businesses. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Payment to Live Thrive or the Term, as adopted and approved by Live Thrive and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this MOU. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Payment Price or increasing the Payment Price so long as the amount of each Change Order increasing the Payment Price does not exceed twenty thousand dollars (\$20,000.00) or ten percent (10%) of the Payment Price, whichever is less. Any other increase of the Payment Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and Live Thrive in accordance with the terms of this MOU. Live Thrive agrees that any additional fees assessed shall be in accord with those additional fees set forth in Exhibit "A" that associated with events described in Paragraph C above.

E. Mutual Cooperation

1. The County and Live Thrive mutually agree to work cooperatively to ensure the smooth operation of these facilities for benefit of the citizens of the County and the overall health and welfare of the County.
2. To further this effort, the County and Live Thrive agree to work together to create a mutually agreeable educational program(s) to educate County residents on proper waste disposal and recycling. Acknowledgement of County as a sponsoring partner on all marketing materials (in those instances where Live Thrive lists partners and funders) and cross-promotion of County recycling initiatives.

- 
3. The County may request tours and/or workshops for County officials, school groups, community groups and other recycling stakeholders, of the CHaRM facilities upon seven (7) day notice to Live Thrive. Tours and/or workshops shall be scheduled during regular operating hours, will not interfere with regular operations, will be conducted by Live Thrive staff, will be limited to the office space/trailers and Live Thrive reserves the right to deny the request in its sole discretion.
- F. This MOU is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this MOU, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this MOU require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.
- G. This MOU does not create a partnership or joint venture or any other legal arrangement between the County and Live Thrive, nor shall any agency relationship be created hereby. The only undertaking between the Parties with respect to CHaRM are as set forth herein.
- H. All notices required or permitted under this MOU must be in writing and shall be sent by certified mail, return receipt requested, by electronic transmission, by facsimile or by Federal Express or other comparable and reputable overnight delivery service, and shall be addressed as follows:

If to the County:

Chief Executive Officer  
Lorraine Cochran Johnson  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030  
[lcjohnson@dekalbcountyga.gov](mailto:lcjohnson@dekalbcountyga.gov)

With a copy to:

Executive Assistant  
Zachary L. Williams  
1300 Commerce Drive, 6th Floor  
Decatur, Georgia 30030  
[zllwilliams@dekalbcountyga.gov](mailto:zllwilliams@dekalbcountyga.gov)

Interim County Attorney  
Terry Phillips  
1300 Commerce Drive, 5th Floor  
Decatur, Georgia 30030  
[tgphilli@dekalbcountyga.gov](mailto:tgphilli@dekalbcountyga.gov)

Director, Recreation, Parks & Cultural Affairs  
Christopher Bass  
1950 W. Exchange Place  
Tucker, Georgia 30084  
[cbass@dekalbcountyga.gov](mailto:cbass@dekalbcountyga.gov)

---

If to Live Thrive: Peggy Whitlow Ratcliffe  
Executive Director 3901  
Whittington Dr Atlanta,  
Georgia 30342  
[pwhitlow@livethrive.org](mailto:pwhitlow@livethrive.org)

- I. This MOU may be modified, extended, and otherwise amended at any time by mutual consent of all parties so long as such is approved by official action of the County and Live Thrive,
- J. No party shall assign any of the obligations or benefits of this MOU.
- K. If Live Thrive is asked by the County to perform work beyond the scope of this Agreement or any individual the Project Agreement for which payment is desired, Live Thrive shall notify the County in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the County prior to performing the additional work for which it is to be paid. The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County.
- L. Live Thrive understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this MOU. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the MOU by delivering to Live Thrive, at the address listed in the Notices section of this MOU, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Live Thrive at least thirty (30) days prior to the effective date of termination. If Live Thrive's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Live Thrive or its surety. In case of termination of this MOU before completion of the Work, Live Thrive will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this MOU for any reason whatsoever. This MOU shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this MOU.
- M. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless Live Thrive, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Live Thrive certifies that it has complied and will continue to comply throughout the Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Live Thrive agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this MOU as Exhibit C. Live Thrive agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Live Thrive will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit D. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an

---

affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit E.

0. Live Thrive shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County, to the extent caused by a negligent act or omission of Live Thrive or someone for whose acts Live Thrive is responsible. Live Thrive shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions, to the extent caused by a negligent act or omission of Live Thrive or someone for whose acts Live Thrive is responsible. Furthermore, Live Thrive shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of Live Thrive, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Live Thrive's liability for defense costs shall not apply to the extent that the claim is due to the negligence of others for whose conduct Live Thrive is not responsible. Notwithstanding any language or provision in this Contract, Live Thrive shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's negligence. Live Thrive shall not be obligated to indemnify a party from their own negligence. As between the County Indemnitees and Live Thrive as the other party, Live Thrive shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Live Thrive's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Agreement, or caused by or resulting from any error, omission, or the negligent or intentional act of Live Thrive, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees, to the extent caused by a negligent act or omission of Live Thrive or someone for whose acts Live Thrive is responsible. Live Thrive shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. Live Thrive's liability for defense costs shall not apply to the extent that the claim is due to the negligence of others for whose conduct Live Thrive is not responsible. Live Thrive expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves the subject of the indemnity contained in this Contract, to the extent caused by a negligent act or omission of Live Thrive or someone for whose acts Live Thrive is responsible. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.
- P. **Insurance** Prior to commencing work, Live Thrive shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s)

---

authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of insurance in companies doing business in Georgia and acceptable to the County covering:

i. Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;

(i) Employer's liability insurance by accident, each accident **\$1,000,000**

(ii) Employer's liability insurance by disease, policy limit \$1,000,000

(iii) Employer's liability insurance by disease, each employee **\$1,000,000**

ii. Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;

iii. Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;

iv. Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of **\$1,000,000.**

v. Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$2,000,000 per occurrence

\$2,000,000 aggregate

2. Additional Insured Requirement:

i. The County, its elected officials, officers, employees, and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

ii. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.

iii. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

iv.

3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

---

4. Certificates of Insurance must be executed in accordance with the following provisions:

1. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- ii. Certificates to contain the location and operations to which the insurance applies;
- iii. Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- iv. Certificates to contain Contractor's contractual liability insurance coverage;
- v. Certificates are to be **issued** to:

**DeKalb County, Georgia  
Director of Purchasing & Contracting  
The Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030**

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
  6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
  7. Reserved.
  8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
  9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
  10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- Q. The County and Live Thrive acknowledge that the terms of this MOU constitute the entire understanding and agreement between the parties concerning the subject matter of this MOU and supersedes all prior oral or written agreements or understandings. No representation, oral or written, not incorporated in this MOU shall be binding upon any party. Both parties must approve and sign any modifications, extensions, and amendments to this MOU.

- 
- R. The County and Live Thrive each warrant and represent that it has full and complete authority to enter into this MOU, and each person executing this MOU on behalf of the respective party has been fully authorized to execute this MOU on behalf of such party and that such party is bound by the signature of such person(s). Notwithstanding the foregoing, neither the County nor Live Thrive shall be bound under this MOU until such time as both parties have fully executed this MOU and this MOU has been duly approved and authorized by all necessary and appropriate official action on the part of the County and by the governing body of Live Thrive.
- S. If a court of competent jurisdiction renders any provision of this MOU (or portion thereof) to be invalid or otherwise unenforceable, that provision or portion thereof shall be severed and the remainder of this MOU shall continue in full force and effect as if the invalid provision or portion thereof was not part of this MOU. No action taken pursuant to this MOU shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this MOU and should not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.
- T. This MOU shall inure to the benefit of, and be binding upon, the County and Live Thrive, and their respective successors. This MOU does not and is not intended to confer any rights or remedies upon any persons other than the County and Live Thrive, and their respective successors.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates set forth below. This Lease may be executed in counterparts, each of which shall be an original and all of which when taken together constitute one and the same agreement.

**DEKALB COUNTY, GEORGIA**

**LIVE THRIVE, INC.**

\_\_\_\_\_ **by Dir.**(SEAL)  
Lorraine Cochran-Johnson  
Chief Executive Officer  
DeKalb County, Georgia

By:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Secretary/Assistant Secretary

**ATTEST:**

\_\_\_\_\_  
BARBARA H. SANDERS, CCC, CMC  
Clerk of the Chief Executive Officer  
and Board of Commissioners of  
DeKalb County, Georgia

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Director, Recreation, Parks & Cultural Affairs

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

## 2026 LIST OF ITEMS ACCEPTED

### A-C

Appliances, Dehumidifiers  
Appliances, Dishwashers  
Appliances, Dryers  
Appliances, Hot water heaters  
Appliances, Humidifiers  
Appliances, Refrigerators (all sizes)  
Appliances, Stoves  
Appliances, Washers  
Antifreeze  
Batteries (no alkaline or car batteries)  
Batteries, Button  
Batteries, Lithium  
Batteries, Nickel  
Batteries, Phone  
Bikes  
Books (for recycling)  
Brake Fluid  
Bulbs, CFL  
Bulbs, Fluorescent  
Cardboard  
Cartons  
Cassette Cases  
CD cases and CDS  
Chemicals, Paint stripper  
Chemicals, Acids  
Chemicals, Alkalines  
Chemicals, Ammonia  
Chemicals, Antifreeze  
Chemicals, Brake fluid  
Chemicals, Car oil  
Chemicals, Flammable  
Chemicals, Gasoline  
Chemicals, Herbicides  
Chemicals, Mercury  
Chemicals, Mineral oil  
Chemicals, Nail Polish and Remover  
Chemicals, Oil furniture polish  
Chemicals, Oxidizers  
Chemicals, Pesticides solid/liquid  
Chemicals, Sealers and Stains  
Chemicals, Tiki oil  
Clothing (usable)  
Compost

Oil, Cooking (all types)  
Corrugated Plastic Signs

### D-L

DVDs  
Electronics, All TVs (no rear projection)  
Electronics, Can openers  
Electronics, Cell phones  
Electronics, Christmas/décor lights  
Electronics, Circuit boards  
Electronics, Coffee pots  
Electronics, Computer towers  
Electronics, Counter top ovens  
Electronics, Fans  
Electronics, Gaming systems  
Electronics, Hair dryers  
Electronics, Hair straighteners  
Electronics, Hard drives  
Electronics, Heaters  
Electronics, Ipods  
Electronics, Land line phones  
Electronics, Laptops  
Electronics, Microwaves  
Electronics, Mixers  
Electronics, Monitors  
Electronics, Printers  
Electronics, Tablets  
Electronics, Toasters  
Electronics, Vacuum cleaners  
Electronics, Wires/cables  
Fire Extinguisher  
Glass, Flat  
Glass, Food Grade  
Helium Tanks  
Home Tools  
Household Goods  
Lawn Mower

## **M-Z**

**Mattress Box Spring Mattresses (must have springs)**

**Metal, Aluminum Cans**

**Metal, Scrap**

**Metal, Scrap Aluminum**

**Metals**

**Mixed paper**

**Musical Instruments**

**Oil, Car**

**Oil, Linseed**

**Oil, Teak**

**Oil, Tiki**

**Paint, Latex**

**Paint, Oil**

**Paper Shredding (special events only)**

**Photo Processing Chemicals**

**Plastic 1**

**Plastic 2**

**Plastic 4**

**Plastic 5**

**Plastic 6**

**Plastic Film**

**Plastic, Non-Stretchy Food-Grade Plastic**

**Pool Chemicals**

**Shoes (usable)**

**Smoke Detector (only Kidde)**

**Straws**

**Styrofoam (packing and food-grade)**

**Thermostat**

**Tires (car/small truck no rims)**

**VHS Cases**

**Wine Corks**



SCAN TO PAY WITH VENMO

Payments Accepted: Credit/Debit Card, Apple Pay, Venmo, NO cash accepted

## RESIDENT PRICING

Appliances .....	\$15-\$20
Large Appliances (stove, washing machine, etc.) .....	\$15 ea
Refrigerators (all sizes) .....	\$20 ea
CFL/Fluorescent Tubes .....	\$0.50 ea
Compost .....	\$0.75 / lb
Fire Extinguishers .....	Small: \$5 / Large: \$10
Mattresses and Box Springs .....	Twin/Full: \$15 ea   Queen/King: \$18 ea
Paint and Chemicals .....	First 20 lbs: FREE
	Remainder weight that falls: 1-100 lbs: \$0.50 / lb
	101-199 lbs: \$0.65 / lb
	200 lbs+: \$0.75 / lb
Smoke/Carbon Monoxide Detectors .....	\$5 ea
Thermometers (mercury only) .....	\$2 ea
Thermostats .....	\$5 ea
Tires (car only/no rims) .....	\$2 / tire
TVs/Monitors .....	\$25 ea

## BUSINESS PRICING

Appliances .....	\$15-\$20
Large Appliances (stove, washing machine, etc.) .....	\$15 ea
Refrigerators (all sizes) .....	\$20 ea
Cartons .....	\$0.45 / lb
CFL/Fluorescent Tubes .....	\$0.60 ea
Compost .....	\$1 / lb
Electronics (except TVs and Monitors) .....	\$0.55 / lb
Fire Extinguishers .....	Small: \$5 / Large: \$10
Flat Glass / Food Grade Glass .....	\$0.35 / lb
Mattresses and Box Springs .....	Twin/Full: \$15 ea   Queen/King: \$18 ea
Mixed Paper & Cardboard .....	\$0.45 / lb
Paint and Chemicals .....	\$0.85 / lb
Plastics .....	\$0.45 / lb
Smoke/Carbon Monoxide Detectors .....	\$5 ea
Styrofoam .....	\$0.85 / lb
Thermostats .....	\$5 ea
Tires (car only/no rims) .....	\$2 / tire
TVs/Monitors .....	\$25 ea

**EXHIBIT "C"**

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to Live Thrive with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printer Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)

My Commission Expires:  
\_\_\_\_\_

**Non-use of Subcontractors Affidavit**

STATE OF GEORGIA  
COUNTY OF DEKALB

Comes now affiant, \_\_\_\_\_ who after being duly sworn, deposes and states as follows:

1. I am \_\_\_\_\_ of Live Thrive.
2. I will not use any subcontractors in the performance of the MOU for recycling services, educational programming, activities, and materials (Contract No. \_\_\_\_\_)
3. In the event that I decide to use subcontractors in the performance of the above cited contract, I will furnish to DeKalb County evidence of protective coverage for any subcontractor's operations prior to the subcontractor performing any work.

Further affiant sayeth not.

\_\_\_\_\_  
Signature of Affiant

Subscribed and Sworn before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)

My Commission Expires:  
\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Owen & Associates, LLC P.O. Box 1056 Marietta GA 30061	<b>CONTACT NAME:</b> Brooke Wilbur <b>PHONE (A/C. No. Ext):</b> 770-422-0456 <b>E-MAIL ADDRESS:</b> brooke@oains.com		<b>FAX (A/C. No.):</b> 770-422-4049
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Live Thrive, Inc. P. O. Box 11751 Atlanta GA 30355	LIVETHR-01	<b>INSURER A :</b> Nova Casualty Company	
		<b>INSURER B :</b> Progressive Insurance Co	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 87361591

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CF1-ML-10002881-05	4/3/2026	4/3/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	863223915	9/29/2025	9/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CF1-UM-10000748-05	4/3/2026	4/3/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below		Y				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			CF1-ML-10002881-05	4/3/2026	4/3/2027	Per Claim / Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is included as additional insured in regards to the General Liability referenced herein.

**CERTIFICATE HOLDER****CANCELLATION**

DeKalb County Recreation, Parks and Cultural Affairs  
 3681 Chestnut Street  
 Scottdale GA 30079

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.