



# DeKalb County Government

Manuel J. Maloof Center  
1300 Commerce Drive  
Decatur, Georgia 30030

## Agenda Item

File ID: 2018-2207

Substitute

7/24/2018

Public Hearing: YES  NO

Department: Beautification

### SUBJECT:

Commission District(s): All Commission Districts

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

Information Contact: Ted Rhinehart, Deputy COO - Infrastructure

Phone Number: 770-414-6183

### PURPOSE:

To approve the Memorandum of Understanding (MOU) between DeKalb County, Georgia and Keep DeKalb Beautiful, Inc.

### NEED/IMPACT:

The MOU will formalize the relationship between the volunteer organization, Keep DeKalb Beautiful, Inc. and DeKalb County. The volunteer organization was initially an auxiliary of the Keep DeKalb Beautiful (KDB) division when KDB was under the purview of the Sanitation Department with the Executive Director of KDB serving as a member of the volunteer KDB Board. The KDB Board's expenses were handled as a part of the functions of the Keep DeKalb budget; however, with the formation of the Beautification Department the volunteer organization's roles and responsibilities now call for the establishment of formalized roles and responsibilities. Keep America Beautiful guidelines allows for a hybrid approach to the volunteer Board and establishment of an MOU with the County is in keeping with these guidelines/model.

### FISCAL IMPACT:

\$60,000.00. Funding for 2018 is an amount not to exceed \$20,000.00 to support operational budget of KDB, Inc.; funding for 2019 is an amount not to exceed \$40,000.00 to support operational budget of KDB, Inc.

### RECOMMENDATION:

Approve the Memorandum of Understanding (MOU) between DeKalb County, Georgia and Keep DeKalb Beautiful, Inc. in a final form acceptable to the County Attorney and authorize the chief executive officer or his designee to execute all necessary documents.



## 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 (insert approval date) and will terminate without further obligation on the part of the County on December 31, 2018 and automatically renew on January 1, 2019 and terminate absolutely with no further renewals on December 31, 2019. 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. These fees are included in the annual not to exceed amounts listed in Paragraph 1.b.
- b. The County will provide funding, in an amount not to exceed \$20,000 for the 2018 calendar year to support the operational budget submitted by the KDB Inc., Board of Directors. The 2018 operational budget is attached hereto and incorporated herein as Attachment A. The County will provide funding in an amount not to exceed \$40,000 for the 2019 calendar year to support the operational budget submitted by the KDB, Inc., Board of Directors. The 2019 operational budget is attached hereto and incorporated herein as Attachment B. The County shall not provide additional funding above the not to exceed amounts contained herein unless an amendment to this MOU is approved by the Governing Authority.
- 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 not to exceed amounts provided by the County pursuant to Paragraph 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](http://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:**

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**Viviane H. Ernstes**  
**Interim County Attorney**  
**DeKalb County, Georgia**

# Attachment A



## 2018 Budget

Due to the fact planning will take most of year one with implementation occurring in both year one and year two, we are requesting funding over a two year period. Please note that the implementation aspects of this budget are estimated. Firm budgets will be developed in conjunction with the strategic plan implementation process.

KEEP DEKALB BEAUTIFUL INC. - 2018 BUDGET			
Organization	Keep DeKalb Beautiful Inc.		
Primary Contact:	Jocelyn Robinson	Email:	<a href="mailto:info@keepdekalbbeautifulinc.org">info@keepdekalbbeautifulinc.org</a>
Title:	Board of Directors, Chair	Contact:	404-895-2986
Amount Requested:	<b>\$20,000.00</b>	Period:	July 1, 2018 - December 31, 2018
2018 EXPENSE ITEMS (NONPERSONNEL EXPENSES)		YR ONE - FY 2018 (JULY - DEC)	
<b>I. Overhead</b>			
A. Liability Insurance		\$726.00	
B. P.O. Box & Postage		\$250.00	
C. GA Annual Registration		\$30.00	
<b>II. Professional Services/Contract</b>			
A. Hybrid Computer Tablets (Receive Two iPads from the County)		\$0.00	
B. Software (Microsoft & Adobe Suite License from the County)		\$400.00	
<b>III. Public Awareness Campaigns</b>			
A. Purchased Media: Media & Production Costs			
a. Print/News Ads (Shared Resource from the County)		\$0.00	
b. Apparel		\$1200.00	
c. Tent Stations (Direct Cost to the County - \$3000.00)		\$0.00	
B. Public Service Announcement: Creative Services			
a) Audio/Radio Ads (Shared Resource from the County)		\$0.00	
b) Video (TV/Internet) Ads (Shared Resource from the County)		\$0.00	
C. Annual Website Maintenance			
a) Web Security		\$600.00	
b) Web Hosting		\$200.00	
c) Email Services		\$100.00	
<b>IV. Programs &amp; Projects (See Budget Narrative Below)</b>			
A. Program #1 - HOA Discussions (3 Events)		\$1500.00	
B. Program #2 - COC Project (1 Feasibility Installation)		\$4525.00	
C. Program #3 - M&G Project (1 Event)		\$500.00	
D. Annual Event #1 - Community Appreciation Awards (Annual Event)		\$5500.00	
E. Annual Event #2 - Annual Board Retreat + Professional Development		\$2000.00	
<b>V. Training &amp; Travel</b>			
A. Annual KAB Conference		\$5000.00	
B. Annual Training		\$3500.00	
<b>TOTAL</b>		<b>\$26,131.00</b>	





## 2018 BUDGET NARRATIVE

2018 EXPENSE ITEMS (NONPERSONNEL EXPENSES)	YR ONE - FY 2018 (JULY - DEC)
<b>VI. Overhead</b>	<b>\$1006.00</b>
Monthly utilities and legal costs are necessary non-labor infrastructure expenses required to support KDB Inc.'s day to day services and activities. They consist of the P.O. Box, Annual Registration, Insurances, etc.	
<b>VII. Professional Services/Contract</b>	<b>\$400.00</b>
Two hybrid computer tablets - packages including Word Programs will be purchased. The computer will be based in the of the Board Officers and will be used to develop and maintain community and program databases in addition to performing administrative work connected to KDB Inc.'s mission and programs.	
<ul style="list-style-type: none"> <li>• <b>Apple IPAD: Supplied by the County</b></li> <li>• Software: Microsoft Office 365, Adobe Suite license organizational and other software to increase productivity <b>(Supplied by the County)</b></li> </ul>	
<b>VIII. Public Awareness Campaigns</b>	<b>\$2200.00</b>
The overall goal of the campaigns are to raise the awareness of the importance of anti-littering, beautification, and recycling. Through utilizing the various mediums, we would like to circulate and expand our programs to connect underserved and well-established populations to improve their knowledge about accessing local organizations and resources as it relates to KDB Inc.'s mission.	
<b>IX. Programs &amp; Projects</b>	<b>\$14,025.00</b>
<b>Program #1: HOA Roundtable Discussions (3 Events)</b> <b>Overview</b> KDB Inc.'s HOA Roundtable Discussions are a series of conversations with HOA Presidents & their members that focuses on improving communities through the following initiatives: <ul style="list-style-type: none"> <li>• Beautification</li> <li>• Litter Prevention</li> <li>• Recycling</li> </ul> <b>Expenses:</b> <ul style="list-style-type: none"> <li>• Facilities:</li> <li>• Refreshments - <b>\$250: Direct Cost to The County</b></li> </ul> <b>Marketing</b> <ul style="list-style-type: none"> <li>• Printed Materials - KDB Inc. Brochures or 1 Pagers - <b>Services &amp; Resources Supplied by the County</b></li> <li>• Digital Designs - Online Platforms - <b>\$300: One time cost</b></li> <li>• Photographer + Videographer - <b>Services &amp; Resources Supplied by the County</b></li> <li>• Registration &amp; Collateral - <b>\$50</b></li> <li>• Mailers &amp; Postage: - <b>\$350</b></li> </ul> <b>Total Event Budget: \$400.00 x 3 Events = \$1500</b>	
<b>Program #2: Canvassing Our Communities (1 Mural Installation)</b> <b>Overview</b> Canvassing Our Communities is a public art initiative to create by KDB Inc. to install visually appealing art mural projects that fosters growth and enhances the quality of life through community collaborations and recycled materials. <b>Expenses</b> <ul style="list-style-type: none"> <li>• Event Plan - Implement &amp; Execute</li> <li>• Projected Attendees: 75-100</li> <li>• Refreshments: <b>\$250: Direct Cost to The County</b></li> <li>• Mural Artist: <b>\$2000</b></li> </ul> <b>Equipment</b>	



- Paint - **Direct Cost to The County - \$1000**
- Paint Brushes - **Direct Cost to The County -\$1000**
- Ladders/Scaffolds - **Services & Resources Supplied by the County**
- Down lighting to wash murals - Goosenecks Lighting - **\$275**
- Electrician to install down lighting - **\$500**
- Reveal Cover - **\$500**
- Tarps - **Services & Resources Supplied by the County**
- Cleanup-Materials - **Services & Resources Supplied by the County**

**Marketing**

- Digital Campaign Design - **\$300: One time cost**
- Printed Materials
- PR - Local TV (News) & Newspaper - **\$0: Public Service Donation**
- Radio - Kiss 104.1/V-103.3 - **\$0: Public Service Donation**
- Tees - KDB Inc. + Canvassing Our Communities - **\$600**
- Photographer + Videographer - **Professional Resource supplied by the County**
- Mailers & Postage - **\$350**

**Artist & Community Award & Recognition**

DeKalb County Police Department - **In-Kind Services from the County**

**Total Event Budget: \$4525.00 x 1 Mural Installation & Event = \$4525.00**

**Program #3: Mow & Grow (1 Event)**

**Overview**

Mow & Grow is KDB Inc.'s beautification initiative that focuses on innovative landscaping solutions that increase curb appeal while cultivating relationships in DeKalb County. This collective effort actively engages the following community partners to conduct a large-scale cleanup that will decrease blight and stabilize weathered communities.

- Churches & Organizations
- Community Centers
- Homeowner's Associations (HOAs)
- KDB
- Local Businesses
- Parks & Recreation Areas
- Schools & Colleges

**Expenses**

Projected Attendees: 100 - 200 per Event

Equipment - KDB Collaboration - **All Equipment Supplied by the County**

- Mower
- Shears
- Pruners
- Mulch/Compost
- Pick-Up Sticks
- Bags
- Flowers/Plants/Trees (Entrances)
- Gas for devices

**Food**

- Food Trucks or local restaurant can cater.
- Water & Coolers

**Marketing**

- Tents Stations - **Costs in Public Awareness Campaign Section**
- First-Aid kits - **Supplied by the County**
- KDB Inc. Literature - **Services & Resources Supplied by the County**



<ul style="list-style-type: none"> <li>Community Partners Literature - <b>Services &amp; Resources Supplied by the County</b></li> </ul> <p>Printed Materials</p> <ul style="list-style-type: none"> <li>PR – Local TV (News) &amp; Newspaper - <b>\$0: Public Service Donation</b></li> <li>Radio – Kiss 104.1/V-103.3 - <b>\$0: Public Service Donation</b></li> </ul> <p>KDB Inc. Tees - <b>Costs in Public Awareness Campaign Section</b></p> <ul style="list-style-type: none"> <li>Unify to Beautify</li> <li>Fight Blight</li> </ul> <p>Photographer + Videographer - <b>Professional Resource supplied by the County</b></p> <p>Mailers &amp; Postage <b>\$500 (Larger Distribution Area)</b></p> <p>DeKalb County Police Department - <b>In-Kind Services from the County</b></p> <p><b>Total Event Budget: 500.00</b></p>	
<p><b>Annual Event #1: Community Beautification Awards</b></p> <p>The Community Beautification Awards Program will recognize and reward DeKalb County residents, property owners, neighborhoods, and community groups whose individual properties reflect their community pride and have an aesthetically pleasing appearance.</p> <ul style="list-style-type: none"> <li>Venue</li> <li>Catering</li> <li>Awards</li> <li>Entertainment</li> <li>Etc</li> </ul> <p><b>Total Event Budget: \$5500.00</b></p>	
<p><b>Annual Event #2: Board Retreat</b></p> <p>KDB Inc. will conduct an annual retreat to review their strategic direction, review progress, and set up goals and objectives for the upcoming year. In this course you will use the same approach to organize, strategize, re-energize, and re-invigorate your career building activities.</p> <ul style="list-style-type: none"> <li>Venue</li> <li>Catering - <b>\$200</b></li> <li>Professional Consultant/Speaker - <b>\$1500</b></li> <li>Activities</li> <li>Awards - <b>\$300</b></li> </ul> <p><b>Total Event Budget: \$2000.00</b></p>	
<b>X. Training &amp; Travel</b>	<b>\$8500.00</b>
<p>The Board Chair and one additional Board Member is expected to travel to National/State sites, to attend meetings and trainings/conferences, meet with county partners, visit Keep America Beautiful Affiliates, etc.</p> <p>Annual Conference Cost per person: <b>\$2500.00</b> This cost includes the following:</p> <ul style="list-style-type: none"> <li>Flight &amp; Hotel</li> <li>Courses and Certifications</li> <li>Per Diem</li> <li>Transportation</li> </ul> <p>Regional Conference Cost per person: <b>\$1500.00</b> This cost includes the following:</p> <ul style="list-style-type: none"> <li>Supplies for professional development and orientation</li> <li>Classes, courses, and certifications</li> </ul>	
<b>TOTAL</b>	<b>\$26,131.00</b>

# Attachment B



## 2019 Budget

Due to the fact planning will take most of year one with implementation occurring in both year one and year two, we are requesting funding over a two year period. Please note that the implementation aspects of this budget are estimated. Firm budgets will be developed in conjunction with the strategic plan implementation process.

KEEP DEKALB BEAUTIFUL INC. - 2019 BUDGET			
Organization	Keep DeKalb Beautiful Inc.		
Primary Contact:	Jocelyn Robinson	Email:	<a href="mailto:info@keepdekalbbeautifulinc.org">info@keepdekalbbeautifulinc.org</a>
Title:	Board of Directors Chair	Contact:	404-895-2986
Amount Requested:	<b>\$40,000.00</b>	Period:	January 1, 2019 - December 31, 2019

2019 EXPENSE ITEMS (NONPERSONNEL EXPENSES)	YR TWO - FY 2019 (JAN - DEC)
<b>I. Overhead</b>	
A. Liability Insurance	\$726.00
B. P.O. Box & Postage	\$250.00
C. GA Annual Registration	\$30.00
<b>II. Professional Services/Contract</b>	
A. Hybrid Computer Tablets (Shared Resource with the County - Qty:2)	\$0.00
B. Software (Shared Resource with the County)	\$0.00
<b>III. Public Awareness Campaigns</b>	
A. Purchased Media: Media & Production Costs	
a. Print/News Ads (Shared Resource with the County)	\$0.00
b. Fundraiser - Apparel Campaign (2 Campaigns - Fall & Spring)	\$4000.00
B. Public Service Announcement: Creative Services	
a) 2020 Capitol Campaign Development	\$5000.00
b) Audio/Radio (Shared Resource with the County)	\$0.00
c) Video (TV/Internet) (Shared Resource with the County)	\$0.00
C. Annual Website Maintenance	
a) Web Security	\$600.00
b) Web Hosting	\$300.00
c) Email Services	\$100.00
<b>IV. Programs &amp; Projects (See Budget Narrative Below)</b>	
A. Program #1 - HOA Discussions (5 Events)	\$2300.00
B. Program #2 - COC Project (2 Installations)	\$9,050.00
C. Program #3 - M&G Project (2 Events)	\$1000.00
D. Program #4 - Shred It Up (2 Events)	\$3200.00
E. Annual Event #1 - Community Appreciation Awards (Annual Event)	\$5500.00
F. Annual Event #2 - Annual Board Retreat + Professional Development	\$2000.00
<b>V. Training &amp; Travel</b>	
A. Annual KAB Conference	\$5000.00
B. Annual Training	\$3500.00
<b>TOTAL</b>	<b>\$42,556.00</b>



## 2019 BUDGET NARRATIVE

2019 EXPENSE ITEMS (NONPERSONNEL EXPENSES)	YR TWO - FY 2019 (JAN - DEC)
<b>VI. Overhead</b>	<b>\$1006.00</b>
Monthly utilities and legal costs are necessary non-labor infrastructure expenses required to support KDB Inc.'s day to day services and activities. They consist of the P.O. Box, Annual Registration, Insurances, etc.	
<b>VII. Professional Services/Contract</b>	<b>\$0.00</b>
Two hybrid computer tablets - packages including Word Programs will be purchased. The computer will be based in the of the Board Officers and will be used to develop and maintain community and program databases in addition to performing administrative work connected to KDB Inc.'s mission and programs.	
<b>VIII. Public Awareness Campaigns</b>	<b>\$10,000.00</b>
The overall goal of the campaigns are to raise the awareness of the importance of anti-littering, beautification, and recycling. Through utilizing the various mediums, we would like to circulate and expand our programs to connect underserved and well-established populations to improve their knowledge about accessing local organizations and resources as it relates to KDB Inc.'s mission.	
<b>IX. Programs &amp; Projects</b>	<b>\$22,550.00</b>
<p><b>Program #1: HOA Roundtable Discussions (5 Events)</b></p> <p><b>Overview</b> KDB Inc.'s HOA Roundtable Discussions are a series of conversations with HOA Presidents &amp; their members that focuses on improving communities through the following initiatives:</p> <ul style="list-style-type: none"> <li>• Beautification</li> <li>• Litter Prevention</li> <li>• Recycling</li> </ul> <p><b>Expenses:</b></p> <ul style="list-style-type: none"> <li>• Facilities:</li> <li>• Refreshments - <b>\$250: Direct Cost to The County</b></li> </ul> <p><b>Marketing</b></p> <ul style="list-style-type: none"> <li>• Printed Materials - KDB Inc. Brochures or 1 Pagers - <b>Services &amp; Resources Supplied by the County</b></li> <li>• Digital Designs - Online Platforms - <b>\$300: One time cost</b></li> <li>• Photographer + Videographer - <b>Services &amp; Resources Supplied by the County</b></li> <li>• Registration &amp; Collateral - <b>\$50</b></li> <li>• Mailers &amp; Postage: - <b>\$350</b></li> </ul> <p><b>Total Event Budget: \$400.00 x 4 Events = \$2300.00</b></p>	
<p><b>Program #2: Canvassing Our Communities (2 Mural Installation)</b></p> <p><b>Overview</b> Canvassing Our Communities is a public art initiative to create by KDB Inc. to install visually appealing art mural projects that fosters growth and enhances the quality of life through community collaborations and recycled materials.</p> <p><b>Expenses</b></p> <ul style="list-style-type: none"> <li>• Event Plan - Implement &amp; Execute</li> <li>• Projected Attendees: 75-100</li> <li>• Mural Artist: <b>\$2000</b></li> </ul> <p><b>Equipment</b></p> <ul style="list-style-type: none"> <li>• Paint - <b>Direct Cost to The County</b></li> <li>• Paint Brushes - <b>Direct Cost to The County</b></li> <li>• Ladders/Scaffolds - <b>Services &amp; Resources Supplied by the County</b></li> <li>• Down lighting to wash murals - Goosenecks Lighting - <b>\$275</b></li> <li>• Electrician to install down lighting - <b>\$500</b></li> </ul>	



- Reveal Cover - **\$500**
- Tarps
- Cleanup-Materials

**Marketing**

- Digital Campaign Design - **\$300: One time cost**
- Printed Materials
- PR – Local TV (News) & Newspaper
- Radio – Kiss 104.1/V-103.3 - **\$0: Public Service Donation**
- Tees – KDB Inc. + Canvassing Our Communities **\$600**
- Photographer + Videographer
- Mailers & Postage - **\$350**

**Artist & Community Award & Recognition**

DeKalb County Police Department - **In-Kind Services from the County**

**Total Event Budget: \$4525.00 x 2 Mural Installation & Event = \$9050.00**

**Program #3: Mow & Grow (2 Events)**

**Overview**

Mow & Grow is KDB Inc.'s beautification initiative that focuses on innovative landscaping solutions that increase curb appeal while cultivating relationships in DeKalb County. This collective effort actively engages the following community partners to conduct a large-scale cleanup that will decrease blight and stabilize weathered communities.

- Churches & Organizations
- Community Centers
- Homeowner's Associations (HOAs)
- KDB
- Local Businesses
- Parks & Recreation Areas
- Schools & Colleges

**Expenses**

Projected Attendees: 100 – 200 per Event

Equipment – KDB Collaboration - **All Equipment Supplied by the County**

- Mower
- Shears
- Pruners
- Mulch/Compost
- Pick-Up Sticks
- Bags
- Flowers/Plants/Trees (Entrances)
- Gas for devices

**Food**

- Food Trucks or local restaurant can cater.
- Water & Coolers

**Marketing**

- Tents Stations – **Costs in Public Awareness Campaign Section**
- First-Aid kits - **Supplied by the County**
- KDB Inc. Literature - **Services & Resources Supplied by the County**
- Community Partners Literature - **Services & Resources Supplied by the County**

**Printed Materials**

- PR – Local TV (News) & Newspaper - **\$0: Public Service Donation**
- Radio – Kiss 104.1/V-103.3 - **\$0: Public Service Donation**

KDB Inc. Tees - **Costs in Public Awareness Campaign Section**

- Unify to Beautify



<ul style="list-style-type: none"> <li>• Fight Blight</li> </ul> <p>Photographer + Videographer - Professional Resource supplied by the County          Mailers &amp; Postage \$500 (Larger Distribution Area)          DeKalb County Police Department - In-Kind Services from the County</p> <p><b>Total Event Budget: 500.00 x 2 Events = \$1000.00</b></p>	
<p><b>Annual Event #1: Community Beautification Awards</b>          The Community Beautification Awards Program will recognize and reward DeKalb County residents, property owners, neighborhoods, and community groups whose individual properties reflect their community pride and have an aesthetically pleasing appearance.</p> <ul style="list-style-type: none"> <li>• Venue</li> <li>• Catering</li> <li>• Awards</li> <li>• Entertainment</li> <li>• Etc</li> </ul> <p><b>Total Event Budget: \$5500.00</b></p>	
<p><b>Annual Event #2: Annual Board Meeting</b>          KDB Inc. will conduct an annual retreat to review their strategic direction, review progress, and set up goals and objectives for the upcoming year. In this course you will use the same approach to organize, strategize, re-energize, and re-invigorate your career building activities.</p> <ul style="list-style-type: none"> <li>• Venue</li> <li>• Catering</li> <li>• Professional Consultant/Speaker</li> <li>• Activities</li> <li>• Etc</li> </ul> <p><b>Total Event Budget: \$2500.00</b></p>	
<b>X. Training &amp; Travel</b>	<b>\$8500.00</b>
<p>The Board Chair and one additional Board Member is expected to travel to National/State sites, to attend meetings and trainings/conferences, meet with county partners, visit Keep America Beautiful Affiliates, etc.</p> <p>Annual Conference Cost per person: <u>\$2500.00</u> This cost includes the following:</p> <ul style="list-style-type: none"> <li>• Flight &amp; Hotel</li> <li>• Courses and Certifications</li> <li>• Per Diem</li> <li>• Transportation</li> </ul> <p>Regional Conference Cost per person: <u>\$1500.00</u> This cost includes the following:</p> <ul style="list-style-type: none"> <li>• Supplies for professional development and orientation</li> <li>• Classes, courses, and certifications</li> </ul>	
<b>TOTAL</b>	<b>\$42,556.00</b>



# Red-lined comparison (w/o attachments)



## 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, (insert approval date) and will terminate without further obligation on the part of the County on December 31, 2018 and will automatically renew annually every on January 1 for a period of five (5) years, 2019 and shall expire/terminate absolutely with no further renewals on January/December 31, 2023-2019.~~ 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.

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#### 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:



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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. These fees are included in the annual not to exceed amounts listed in Paragraph 1.b.
- b. The County will provide funding, in an amount not to exceed \$2520,000 annually, for the 2018 calendar year to support the operational budget submitted by the KDB Inc., Board of Directors. Both parties must approve the 2018 operational budget. Is attached hereto and incorporated herein as Attachment A. The County shall make payment of the will provide funding in an amount not to exceed \$2540,000 for the 2019 calendar year to support the operational budget submitted by the KDB, Inc. each year by August 1 for as long as this MOU shall remain in effect. The 2019 operational budget is attached hereto and incorporated herein as Attachment B. The County shall not provide additional funding above the not to exceed amounts contained herein unless an amendment to this MOU is approved by the Governing Authority.
- 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.

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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 not to exceed amounts provided by the County pursuant to Paragraph 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](http://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.



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- 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



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DeKalb County, Georgia

**APPROVED AS TO FORM:**

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Viviane H. Ernstes  
~~Acting~~ Interim County Attorney  
DeKalb County, Georgia