

Memorandum of Understanding Between
The City of Atlanta and Keep Atlanta Beautiful Commission

This Memorandum of Understanding ("MOU") is entered into by the City of Atlanta ("City") and the Keep Atlanta Beautiful Commission ("KAB"), referred to collectively as the "Parties" and at times individually as the "Party".

Witnesseth:

Whereas, the Keep Atlanta Beautiful Commission was created by the City Council of the City of Atlanta, Georgia, pursuant to section 3-401 of the Charter of the City of Atlanta; and

Whereas, the Keep Atlanta Beautiful Commission is a Georgia non-profit organization; and

Whereas, the Keep Atlanta Beautiful Commission serves as a local affiliate of Keep America Beautiful, Inc.; and

Whereas, the mission of Keep Atlanta Beautiful is to serve the City of Atlanta by developing and implementing public education and community improvement programs that make a cleaner and greener City and seeks improvements in litter abatement, recycling, beautification and natural resource conservation; and

Whereas, The City of Atlanta and Keep Atlanta Beautiful enter into this MOU to lay the foundation for a cooperative working relationship between the Parties, and to establish the role of each Party in that relationship, as the Parties continue to work together to further their common goals of beautification and sustainability in the City;

Now, therefore, in return for the mutual terms, conditions and covenants set forth herein, and the exchange of other good and valuable consideration the adequacy and sufficiency of which is acknowledged by the signatures below, the parties agree to the following:

1. Executive Director

The Executive Director of Keep Atlanta Beautiful shall be an employee of the City and shall work under the purview of the Commissioner of the Department of Public Works. The Commissioner of Public Works shall utilize a competitive process to select the Executive Director from a pool of qualified applicants for the position. The Executive Director shall report directly to the Commissioner of Public Works. KAB will be included in an advisory capacity regarding all personnel matters pertaining to the Executive Director.

The City agrees to provide the necessary funding in the annual operating budget for the position including salary, benefits and programming. The City shall provide the Executive Director with direction and supervision in matters pertaining to managing, training and supporting the Executive Director as a city employee.

KAB shall provide the Executive Director with direction and supervision in matters pertaining to KAB policy, operations and programs.

2. Services

Keep Atlanta Beautiful agrees to perform, coordinate and manage the Events, Programs and Services as set forth in the Statement of Work attached hereto as Exhibit "A". This MOU is not intended to terminate, to limit, or otherwise to pre-empt other community services, programs and fund raising activities provided by KAB.

3. Reporting

Keep Atlanta Beautiful agrees to provide a written report of its activities in connection with each project or undertaking to the Atlanta City Council on a quarterly basis. KAB further agrees to appear before the City Council Committee of purview on a quarterly basis to deliver and present the report.

KAB also agrees to appear before each NPU a minimum of once each calendar year to provide a report of its activities as well as to obtain input from each NPU on needed services.

KAB agrees to appear before the Atlanta Planning Advisory Board (APAB) at least twice each calendar year to provide a report of its activities and to obtain input on needed services.

The Executive Director shall also meet with each councilmember at least once per year to discuss programming.

4. Term

The term of this MOU shall be for two years commencing on _____, 2013 and ending on _____, 2015. The term of this MOU may be extended for one year by written agreement signed by both Parties.

5. Modification and Termination

This MOU may be terminated by either party by giving written notice thirty days prior to the effective date of termination.

6. Standard of Performance

Keep Atlanta Beautiful warrants and represents that it possesses the skill, competence and experience to undertake the obligations imposed by this MOU. KAB agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as necessary to undertake the operation of services required by this MOU.

7. Compliance with Applicable Laws

Keep Atlanta Beautiful warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, and permit requirements relating to the provision of services to be provided hereunder.

8. Notice

All notices or other communications required or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the Parties:

If to the City:

Richard Mendoza, Commissioner

City of Atlanta Department of Public Works

55 Trinity Avenue, SW

Suite 4700

Atlanta, GA 30303

Tel: (404)330-6240

With copies to:

City Attorney

Suite 4100, City Hall Tower

68 Mitchell Street, S.W.

Atlanta, GA 30303

Tel: (404)330-6400

If to KAB:

Kevin Perry, Chair

Keep Atlanta Beautiful

P.O. Box 77712

Atlanta, GA 30357

9. Miscellaneous

KAB and the City are not and shall not be deemed to be, for any purpose, engaged in a joint venture or partnership with respect to the subject matter of this MOU. KAB is not an agent of the City and does not have the authority to bind the City in any matter.

KAB 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 KAB or its directors, members, employees, officers or agents be deemed to be the insureds under any policy of the City.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the _____, 2013.

THE CITY OF ATLANTA

By: _____

THE KEEP ATLANTA BEAUTIFUL COMMISSION

By: _____

EXHIBIT "A"

STATEMENT OF WORK

KAB shall provide the following services:

- A. Coordinate and administer the Adopt-A-Spot program. KAB shall ensure that there are a minimum of six spots adopted annually and such spots shall be evenly distributed across the City.
- B. Develop, initiate, implement, coordinate and administer continuous information, communication and education programs throughout the City to assist with increased source reduction, increased recycling, reduction of litter, reduction of graffiti and other environmental issues as agreed upon with the City.
- C. Collaborate with City recreation centers to provide youth education programs regarding environmental issues such as recycling, litter reduction and graffiti reduction.
- D. Coordinate with Atlanta Municipal Court to provide community service worker opportunities.
- E. Collaborate with other agencies and entities such as Park Pride Atlanta Inc. and the Atlanta Beltline Inc. on area clean-ups.
- F. Plan, organize and implement a minimum of two neighborhood clean-ups in each council district annually.
- G. Assist neighborhoods/community organizations with resource development and education materials.
- H. Promote recycling events, community outreach and support Recycling Coordinator.
- I. Explore and secure grant opportunities.
- J. Coordinate with Atlanta Police Department (APD) and Solid Waste Education and Enforcement Team (SWEET).
- K. Work with Graffiti Task Force.