

RESOLUTION NO. 16-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN KEEP ABILENE
BEAUTIFUL, INC. AND THE CITY OF ABILENE**

WHEREAS, the City Council approved the Keep Abilene Beautiful Bylaws on June 27, 2024, and the City Council was informed during their June 27, 2024 Council Meeting that a Memorandum of Understanding between Keep Abilene Beautiful and the City of Abilene to memorialize the commitment and expectations of both parties would be presented at a future date; and

WHEREAS, the Purpose of Keep Abilene Beautiful is to promote civic, cultural and educational awareness through informed and active participation of citizens in making Abilene a cleaner, safer, and more attractive place to live, work and play; and

WHEREAS, the City of Abilene is successful when Keep Abilene Beautiful, Inc. is successful; and

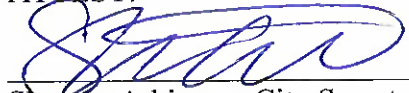
WHEREAS, the proposed Memorandum of Understanding has been reviewed by city staff, the City Attorney's office, and the Keep Abilene Beautiful Board of Directors and their Attorney, and all parties fully support the proposed Memorandum of Understanding.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF ABILENE TEXAS:**

PART 1: That the City Manager is hereby authorized to execute the Memorandum of Understanding between the City of Abilene and Keep Abilene Beautiful, Inc.

ADOPTED this 13rd day of February, 2025

ATTEST:




Shawna Atkinson, City Secretary



Weldon Hurt, Mayor

APPROVED:



Stanley Smith, City Attorney



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), as of the Effective Date (as defined below), is entered into by and among the City of Abilene, Texas, a home rule municipal corporation operating pursuant to its City Charter and the laws of the State of Texas (“Abilene”), and Keep Abilene Beautiful, Inc. (“KAB”). The City of Abilene and Keep Abilene Beautiful, Inc. are each referred to individually herein as a “Party”, and collectively as the “Parties”.

RECITALS:

WHEREAS, the Keep Abilene Beautiful, Inc. Board of Directors (“Board”) has considered the advantages and disadvantages of remaining a City of Abilene Board, and the Board determined separating from the City of Abilene is advantageous to the Board; and

WHEREAS, the City of Abilene is successful when Keep Abilene Beautiful, Inc. is successful; and

WHEREAS, the City of Abilene is committed to supporting and working with Keep Abilene Beautiful, Inc. in the future; and

WHEREAS, the Keep Abilene Beautiful Board of Directors approved the Amended and Restated Bylaws on June 12, 2024, and recommended approval by the Abilene City Council; and

WHEREAS, The City Council approved the Amended and Restated Bylaws for Keep Abilene Beautiful, Inc. on June 27, 2024 in Resolution 149-2024.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. KEEP ABILENE BEAUTIFUL, INC. RESPONSIBILITIES

1.1. KAB shall conduct a Community Appearance Index by completing an on-site Index evaluation for a minimum of 10 locations within each of 5 Regions within Abilene. This evaluation process shall be completed annually by Oct. 1st of each year.

1.2. KAB shall Manage, Monitor, Assign, and Facilitate Abilene’s “Adopt A Spot” program with Volunteers in an organized effort to address litter abatement and clean ups of the assigned Spots, Creeks and Streets located within the Abilene’s City Limits. KAB shall be responsible for any individual supplies needed for these activities, such as vests, tools, bags, etc.

1.3. KAB shall investigate and recommend projects that qualify for the Texas Governor’s Community Achievement Awards. Recommendations shall be submitted to Abilene for its review and approval prior to any Grant Application Submittal to the State of Texas for this program.

1.4. KAB shall appoint one City of Abilene Employee, as recommended by Abilene, to the KAB Board of Directors. KAB shall determine whether the Abilene Employee serves as a Voting or Non-Voting Board member. The Abilene Employee Appointment shall provide technical assistance to KAB and serve as a subject matter expert regarding Abilene operations and Abilene’s support of the KAB’s

projects, programs, and activities. The Abilene Employee Appointment shall not be the Board Coordinator Position identified within Section 2 of this MOU.

1.5. KAB shall make written requests to Abilene for support of equipment and/or personnel for a KAB activity or event, if desired. Any written request shall be made a least 30 days prior to the event. Abilene shall attempt to support KAB's requests when the requested resources and funding are available.

1.6. KAB shall provide an annual report of all activities occurring between Oct. 1 through Sept. 30, to the Abilene City Council. The annual report shall be submitted no later than November 1st of each year, and KAB may submit the annual report directly to the Board Coordinator position.

2. CITY OF ABILENE RESPONSIBILITIES

2.1. Abilene shall provide a Board Coordinator position ("Coordinator) to assist KAB with their meetings and activities. The Coordinator will be an employee of the City of Abilene, and the Coordinator shall serve as a liaison between the Parties. The Coordinator shall not serve as a member of the Board. As an employee of Abilene, the Coordinator's Abilene duties and responsibilities shall take priority over KAB activities.

2.2. Abilene shall provide signage for Adopt A Spot volunteers or volunteer organizations that fulfill the Abilene standards for posting signage for this program.

2.3. Abilene shall provide a meeting space for KAB meetings upon request. KAB shall provide adequate notice of the time and date of the meeting. The Coordinator shall secure a meeting space at an Abilene facility for the meeting at no cost to KAB, and the Coordinator shall notify the Board of the location.

2.4. Abilene shall continue to host KAB's website in accordance with Abilene policies. Hosting of the website shall be at no cost to KAB. If KAB chooses to host their website independently, KAB shall notify Abilene of this decision, and Abilene shall coordinate with KAB during the transition of service.

2.5. Abilene shall provide inside storage space to KAB at no cost. The location of the inside storage space may be changed at the discretion of Abilene. Abilene does not insure KAB's private property. KAB shall have access to their equipment and supplies during normal business hours and shall have access outside of normal business hours when coordinated in advance with the Coordinator.

3. **TERM.** This MOU shall be effective for all purposes as of the date the last Party signs this MOU (the "Effective Date") and shall continue until the earlier to occur of (i) the expiration or termination of KAB, or (ii) the termination of this MOU by either Party with a written 90-day notice of termination.

4. SEVERAL LIABILITY. Notwithstanding anything to the contrary contained in this MOU, the Parties acknowledge and agree that each Party shall have no liability or responsibility for any obligations or liabilities of any other Party under this MOU.

5. GENERAL PROVISIONS.

5.1. Notices. All notices, requests, demands and claims, if any, under this MOU shall be in writing and addressed to the intended recipient as set forth below:

If to the City of Abilene:

City of Abilene

Attn: City Manager

PO Box 60

Abilene, Texas 79604

If to Keep Abilene Beautiful, Inc.

Keep Abilene Beautiful

Attn: President

PO Box 60

Abilene, Texas 79604

5.2. Assignment. This MOU shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this MOU or any of its rights, interests, obligations or liabilities under this MOU without the prior written consent of the other Parties.

5.3. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

5.4. Entire MOU; Amendments. This MOU constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter of this MOU. This MOU may not be modified or amended except by an instrument in writing signed by all Parties hereto.

5.5. Severability. If any provision of this MOU shall be held invalid, illegal or incapable of being enforced, the validity, legality or enforceability of the other provisions of this MOU shall not be affected.

5.6. No Third-Party Beneficiaries. The Parties have entered into this MOU solely for their own benefit and agree that nothing herein shall be deemed or construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto and their respective successors and permitted assigns. This MOU shall be for the sole and exclusive benefit of the Parties hereto and shall never be deemed or construed to confer any right, privilege or benefit on any third party.

5.7. Counterparts; Electronic Signatures. This MOU may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This MOU is not effective or enforceable until all Parties have signed it. Except as may otherwise be required by law, any signature to this MOU delivered by facsimile or scanned and sent via e-mail shall be deemed an original for all purposes.

[Remainder of page intentionally left blank; signature pages follow.]

EXECUTED by each Party hereto as of the date indicated underneath its respective signature, to be effective for all purposes as of the Effective Date.

CITY OF ABILENE, TEXAS

By:

Robert Hanna, City Manager

Date:

ATTEST:

Shawna Atkinson, City Secretary

APPROVED AS TO FORM ONLY:

Stanley Smith, City Attorney

KEEP ABILENE BEAUTIFUL, INC.

By:

Melissa Morris, President

Date:

ATTEST:
