

RESOLUTION NO. 58-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING A PARTNERSHIP WITH KEEP MESQUITE BEAUTIFUL, INC., FOR THE IMPLEMENTATION OF THE HELPING OTHERS IN MESQUITE EVERYDAY (“HOME”) PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING REGARDING THE ROLES AND RESPONSIBILITIES OF THE CITY OF MESQUITE AND KEEP MESQUITE BEAUTIFUL, INC., THROUGH THE DURATION OF THE HOME PROGRAM.

WHEREAS, the City of Mesquite (the “City”) desires to implement a program in 2016 called the Helping Others in Mesquite Everyday (“HOME”) Program; and

WHEREAS, HOME’s purpose will be to provide exterior house or yard repairs to Mesquite homeowners through the use of volunteer groups and agreeable contractors; and

WHEREAS, the project homes will be Code Enforcement referrals and the overall management of the program will be the responsibility of the City; and

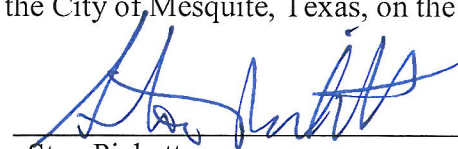
WHEREAS, the City desires to partner with Keep Mesquite Beautiful, Inc. (“KMB”), to facilitate the program subject to a Memorandum of Understanding outlining the respective roles and responsibilities of the City and KMB.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

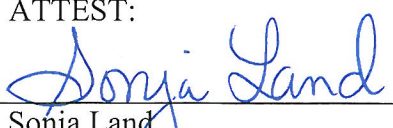
SECTION 1. That the Mesquite City Council hereby endorses the implementation of the HOME Program.

SECTION 2. That the City Manager is hereby authorized to execute a Memorandum of Understanding, attached hereto as Exhibit “A,” regarding the roles and responsibilities of the City of Mesquite and Keep Mesquite Beautiful, Inc., through the duration of the HOME Program.

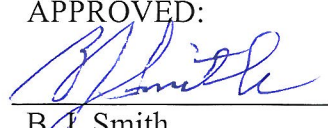
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 7th day of December, 2015.



Stan Pickett
Mayor

ATTEST:


Sonja Land
City Secretary

APPROVED:


B. J. Smith
City Attorney

EXHIBIT "A"

Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

TO: Dr. Denise Kutch, Chair, Keep Mesquite Beautiful, Inc.
FROM: Valerie Bradley, Managing Director of Community Services
DATE: December 7, 2015
RE: Helping Others in Mesquite Everyday (HOME) Partnership Agreement

The City of Mesquite (City) will be implementing a program in 2016 called the Helping Others in Mesquite Everyday (HOME) program. HOME, very similar in its purpose to Addressing Mesquite Day, will provide exterior house or yard repairs to Mesquite home owners through the use of volunteer groups and agreeable contractors. The project homes will be Code Enforcement referrals and the overall management of the program will be the responsibility of the Housing and Community Services Department.

Because there is mutual interest between the City and Keep Mesquite Beautiful, Inc. (KMB) to create and support this program, an extension of the City's existing partnership with KMB will be created. This Memorandum of Understanding shall serve as a legally binding and enforceable agreement regarding the roles and responsibilities of the City and KMB (collectively, "the Parties") through the duration of their partnership in HOME program. Therefore, for and in consideration of the promise of City to implement the HOME program as described herein in exchange for the promise of KMB to sponsor HOME in furtherance of its goals and purposes, the parties agree to the conditions outlined below.

The City agrees to:

1. Staff Liaison – The Director of Housing and Community Services will designate one employee to serve as the coordinator of all City responsibilities with regards to this program partnership.
2. Advertising/Marketing – The City will include the KMB logo on all HOME publications, applications and press releases. The City will give KMB the opportunity to review and approve all HOME materials that include the KMB logo.
3. Promotional Signage – Promotional signage may, at KMB's discretion, acknowledge KMB as a partner in HOME efforts. KMB will have the opportunity to review and approve the layout and design of all promotional materials.
4. Project Houses – All project houses will be referred to the HOME program by the appropriate Code Enforcement staff. No HOME project house will be income-producing property, including residences in a rent-to-own status. The KMB Board of Directors and Executive Director shall play no role in the determination of which homes are selected to be the beneficiaries of the HOME program.

5. Fundraising – The City will take the lead role in fundraising and will give all funds raised to the Executive Director of KMB for deposit in the special KMB-HOME account.
6. Staffing – Staff assigned to work on this program will not be any staff member paid for by KMB. Additionally, the Executive Director of KMB shall have no additional responsibilities for the HOME program, other than those duties listed in this MOU.
7. Separation of Funds - KMB funds and HOME funds will not be co-mingled. The KMB general fund will not be responsible for funding HOME projects. Should HOME funds be depleted, the City will advise the KMB Executive Director as to an alternate source for project funding.
8. Any banking or audit expenses incurred by KMB for the management of this program will be funded by HOME.
9. Liability - KMB shall not be held liable for work completed by volunteers/contractors.

KMB agrees to:

1. Bank Account – Within two weeks of signing this MOU, KMB agrees to open a new account under the KMB name for use only by the HOME program. No other funds are to be deposited to this account; and no other KMB business shall be supported using the funds from this new account.
2. Deposit Checks – The Executive Director of KMB will deposit all funds raised by the City for this project within 5 business days of receipt. All donations clearly marked for the HOME program will be deposited in the HOME account.
3. Public Support – KMB shall publically support the HOME program. While the City will be the main fundraising entity for HOME, KMB can assist with fundraising at its discretion.
4. Invoice Payment – KMB agrees to pay any and all vendor invoices for goods and services that may be incurred by HOME from the special KMB-HOME account within 30 days of receiving said invoice, or earlier if practicable. Should the HOME funds be depleted, the KMB Executive Director will advise the City. KMB shall maintain ongoing reports of projects, repairs, and costs.
5. KMB Logo – KMB shall provide to the City an electronic version of its logo for use in all HOME promotional items. KMB shall have the opportunity to review and approve all HOME materials that include the KMB logo.
6. Reporting and Audit – KMB report financial records concerning the HOME account to the KMB Board of Directors. The HOME account will be a part of the KMB annual external audit.

Family Members


No City employee, family member of a City employee, KMB Board member or family member of a Board member shall be a recipient of the HOME program. Nothing in this MOU should preclude either party from volunteering to assist on an HOME project house.

Violations/Termination:

Failure of either party to comply with the terms of this MOU shall constitute a default, which may result in the termination of this agreement. Either party will notify the other party of any such default and provide ten (10) days for correction. At any time during this agreement, either party may terminate the partnership by giving thirty (30) calendar days written notice to the other party; this right to cancel is exercisable with or without an occurrence of default.

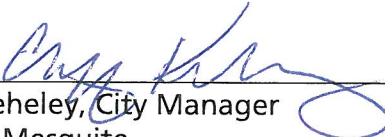
Force and Effect:

This Memorandum of Understanding shall be effective upon execution by the Parties, and shall continue in full force and effect unless modified in writing by mutual agreement by the Parties or terminated in the manner provided herein.



Denise Kutch, Chair
Keep Mesquite Beautiful, Inc.

12-9-15
Date:



Cliff Keheley, City Manager
City of Mesquite

12-8-15
Date: