

**MEMORANDUM OF UNDERSTANDING BETWEEN
BETTER FUTURE PROJECT, INC., d/b/a
COMMUNITIES RESPONDING TO EXTREME WEATHER
AND
FULTON COUNTY, GEORGIA
REGARDING THE FULTON COUNTY METROPOLITAN LIBRARY RESILIENCE
HUB**

This Memorandum of Understanding (“MOU”) is executed by Better Future Project, Inc., d/b/a Communities Responding to Extreme Weather (“CREW”), and Fulton County, a political subdivision of the State of Georgia (“the County”), and made effective as of the _____ day of _____, 2024 (the “Effective Date”), to establish a collaborative relationship between CREW and the County (collectively, the “Parties” and each individually, a “Party”) for the purpose of supporting the Resilience Hub at the Fulton County Metropolitan Library (“metropolitan Library”).

WHEREAS, the County’s Board of Commissioners has adopted a Sustainability and Resilience Plan with a vision for Fulton County “to thrive as the premier county in Georgia for sustainability and resilience, protecting residents, visitors and environmental systems;” and

WHEREAS, the Department of Real Estate and Asset Management is in the process of creating a Resilience Hub at the Metropolitan Library, located at 1332 Metropolitan Parkway SW, Atlanta, GA 30310; and

WHEREAS, the Resilience Hub at the Metropolitan Library will have a back-up battery system and offer a place for the community to gather during an emergency; and

WHEREAS, the Resilience Hub at the Metropolitan Library intends to distribute educational materials about preparing for climate emergencies and to offer trainings to the public; and

WHEREAS, it is CREW’s mission to equip communities with the training, organizational structures, and technological support needed to build climate resilience; and

WHEREAS, the County and CREW wish to enter into a collaborative relationship under this MOU wherein CREW will support the County with educational materials and training resources at the County operated Resilience Hub at the Metropolitan Library.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the agreements contained herein, the Parties to this MOU hereby agree as follows:

1. Purpose. The purpose of this MOU is to establish a working relationship between CREW and the County to facilitate community outreach at the Metropolitan Library Resilience Hub. The Parties agree to work together in good faith to accomplish this purpose.

2. The County's Duties and Responsibilities. The County, through the Department of Real Estate and Asset Management and in cooperation with the Fulton County Library System, shall be responsible for the following activities at the Metropolitan Library:
 - a. Hosting at least one climate preparedness event per year for the community.
 - b. Placing in a prominent public setting brochures and other materials about extreme weather preparedness, which weather events the County is most vulnerable to, and how the community can best equip itself to adapt.
 - c. Displaying a Climate Resilience Hub decal (provided by CREW) in an area visually accessible to passersby.
 - d. Working with CREW to stay informed about current climate events and their impacts.
 - e. Designating a Hub liaison with CREW and to update CREW if personnel changes require this point person to be changed.
 - f. Filling out an annual survey of the County's experience as a hub to help CREW provide more effective and targeted support to Climate Resilience Hubs.
 - g. Permitting CREW to identify the County as a CREW participant.
 - h. Grant properly identified CREW's personnel access to the Metropolitan Library upon sufficient notice to place or display necessary resources and materials.
3. CREW's Duties and Responsibilities. CREW shall be responsible for the following activities:
 - a. Providing decals, materials, brochures, and any other written and digital climate preparedness supplements for hubs to best serve their patrons.
 - b. Helping hubs become networked into a larger matrix of climate resilience spaces in their immediate and surrounding areas.
 - c. Provide trainings, presentations, and emotional and pedagogical support as requested.
 - d. Fostering a spirit of collaboration across hubs to ensure that no hub is left alone on an island.
 - e. Evaluating hub resources and their needs.
 - f. Working with each hub to go beyond the bare minimum of climate resilience, as they are able and interested, and to address additional climate adaptation needs in their communities.
 - g. Deferring to the hubs' on-the-ground knowledge of the needs and vulnerabilities of their community, and not imposing rigid one-size-fits-all systems or structures.
 - h. Continuing to update hubs on best practices and to keep materials fresh, current, and accurate.
4. Collaboration and Cooperation. CREW and the County agree to work together to support the County's Resilience Hub at the Metropolitan Library. The County's Hub liaison and CREW will communicate regularly to ensure project success.
5. Term of Memorandum. This MOU shall be in effect for five (5) years from the Effective Date or until either party ends the agreement in accordance with Section 6 below.

6. Termination. The County may terminate this MOU at any time for its convenience. Otherwise, either party may terminate this MOU at any time by giving sixty (60) days' advance notice to the other Party.
7. Notices. Any notices required to be provided under the terms of this MOU shall be in writing and given either in person, electronically (with confirmation of transmittal and receipt retained by the sender), or the day after delivery by a nationally recognized next business day delivery service, or three (3) days after transmittal by first class mail, postage and any other costs prepaid, to the address of the Party being given notice as set forth below or to such other address as a Party may furnish to the other in writing during the term of this MOU.

If to CREW: Communities Responding to Extreme Weather
30 Bow St,
Cambridge, MA 02138
Attn:
Phone: 508-728-5992
Email: rachael@climatecrew.org

If to the County: Fulton County Department of Real Estate & Asset Management
141 Pryor Street, SW, Suite G-119
Atlanta, GA 30303
Attn: Joseph Davis, Director
Phone: (404) 612-3772
Email: Joseph.Davis@fultoncountyga.gov

Fulton County Department of Real Estate & Asset Management
141 Pryor Street, SW, Suite G-119
Atlanta, GA 30303
Attn.: Jessica Lavender, Energy & Sustainability Manager
Phone: (404) 536-1310
Email: Jessica.Lavender@fultoncountyga.gov

8. Confidentiality. The Parties specifically acknowledge that the County is a political subdivision of the State of Georgia and that each Party is subject to certain open records laws which identify information that is subject to public disclosure and govern the limits of confidential designations. The Parties further specifically acknowledge that upon receipt of an Open Records Act request, the County is legally required to produce all responsive information subject to certain enumerated categories of information not subject to production. The Parties understand that notwithstanding the designation of certain information subject to this MOU as "confidential," each Party is bound by the provisions of applicable open records laws. Consequently, a Party is not required to obtain the other Party's prior written consent when responding to a request for documents subject to a request for records pursuant to the Georgia Open Records Act, O.C.G.A §50-18-70, et seq.

9. No Agency. This MOU between the County and CREW is strictly a contractual relationship and the Parties expressly state that there is and shall be no agency or partnership between the Parties pursuant to this arrangement. The Parties agree that this MOU does not constitute a contract for specific services associated with a particular project, and such contracts or agreements, if any, will be contained in separate documents.
10. No Third Party Beneficiaries. This MOU is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOU.
11. Amendments and Waivers. Any provision of this MOU may be amended or waived if such amendment or waiver is in writing and is signed by the Parties hereto. No course of dealing on the part of any Party to this MOU, nor any failure or delay by any Party to this MOU with respect to exercising any right, power, or privilege hereunder will operate as a waiver thereof.
12. Applicable Law. This MOU is made under, construed in accordance with, and governed by the laws of the State of Georgia.
13. Use of Name. Except as provided in this MOU, neither Party shall use the other Party's name, trademarks and/or logos for advertising or any other similar purpose including, without limitation, brochures, advertisements, press releases, testimonials, websites, customer reference lists or other implied or expressed endorsements, without the prior written consent of such other Party, which consent may be withheld in the sole discretion of such other Party.

**(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES
CONTAINED ON NEXT PAGE.)**

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have duly executed and delivered this MOU as of the Effective Date.

**BETTER FUTURE PROJECT, INC., d/b/a
COMMUNITIES RESPONDING TO
EXTREME WEATHER**, a non-profit corporation

By: _____
Its: _____

Attest:

By: _____

CORPORATE SEAL

Approved as to form:

By: _____

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

FULTON COUNTY, GEORGIA
a political subdivision of the State of Georgia

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo
County Attorney