

DEKALB COUNTY CORONAVIRUS RELIEF FUND DISBURSEMENT

MEMORANDUM OF AGREEMENT BETWEEN WE LOVE BUHI AND DEKALB COUNTY

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT ("Memorandum" or "MOA"), dated June 15, 2021, between We Love BuHi ("Grantee") an organization established under the laws of the State of Georgia with its offices at 3510 Shallowford Rd. NE., Atlanta, Georgia, represented by _____; and DeKalb County ("County"), represented by Zachary Williams, Chief Operating Officer at the direction of Chief Executive Officer Michael Thurmond; collectively referred to as "the Partners."

II. PREAMBLES

WHEREAS, on April 24, 2020, the County received \$125,341,475 in Coronavirus Relief Fund ("CRF") funds, which funds were based on the population of both incorporated and unincorporated areas of County (except the City of Atlanta, because the City of Atlanta received payment through the CRF directly from the United States Treasury);

WHEREAS, the CARES Act, H.R. 748, 116th Cong. § 5001 (2020) (the "Act"), authorizes local government recipients of CRF funds to use said funds for necessary expenditures incurred due to the public health emergency, so long as said expenditures meet the criteria of the Act;

WHEREAS, the County seeks to spend Coronavirus Relief Fund ("CRF") funds for necessary expenditures incurred to comprehensively combat the public health crises and economic impact of the coronavirus pandemic within the County's geographic area;

WHEREAS, food giveaways combat the public health emergency by providing nutritional assistance to individuals in vulnerable populations, thereby optimizing their physical ability to remain healthy;

WHEREAS, We Love BuHi is a non-profit corporation established under the laws of the State of Georgia and qualified under Section 501(c)(3) of the United States Internal Revenue Code;

WHEREAS, DeKalb County Community Development Department works as the coordinating entity for the DeKalb County COVID-19 relief programs and has a goal of ensuring necessary financial relief to individuals, families, businesses and non-profit entities within DeKalb County;

WHEREAS, Grantee has indicated the agency's availability to be integral in the provision of needed services associated with COVID-19 relief to DeKalb County citizens;

WHEREAS, Grantee has agreed in principle to assume COVID-19 grant funding to operate and manage a relief program within DeKalb County;

WHEREAS, this MOA has as its objective, the collaboration and participation of Grantee and the County to provide nutrition assistance to address needs created by the effects of the public health emergency for individuals and families within DeKalb County;

WHEREAS, this MOA is contingent upon the non-profit corporation's receipt of **Twenty-five Thousand Dollars (\$25,000.00)** in COVID- 19 Citizens Assistance Program funding for the services provided herein, and upon such receipt, said funds should be utilized for costs incurred before **December 31, 2021**;

WHEREAS, the missions of the Partners are complementary; and

THEREFORE, the Partners wish to work together and in compliance with the following clauses:

III. GOAL

In response to the negative impact that DeKalb County citizens have suffered due to the COVID-19 pandemic, the County and its partners seek to assist residents that have an immediate need due to the public health emergency. Funding for this program will come from the CARES Act funding signed into law on March 27, 2020 that was allocated to the County to address the COVID-19 crisis.

IV. AREAS OF COLLABORATION

The County will provide grant funding and Grantee will operate and manage a program in accordance with the stipulated responsibilities outlined in this MOA.

V. RESPONSIBILITIES OF THE COUNTY

- a. The County will provide \$25,000.00 to cover costs of a food giveaway, with a primary objective of addressing needs created by the public health emergency. The food giveaway will combat the public health emergency by providing nutritional assistance to individuals in vulnerable populations in order to optimize their physical ability to remain healthy.
- b. The County will provide technical assistance and general oversight, including reporting templates and access to necessary portals, to ensure that the non-profit is administering funds according to the overarching priorities of the public health emergency, and on behalf of DeKalb County citizens, exclusively.

VI. RESPONSIBILITIES OF GRANTEE

1. Grantee will utilize \$25,000.00 of the funds to provide for the costs of a food giveaway.
2. Grantee will ensure, document, and maintain individual files which verify that all costs paid with this funding meet the following **ELIGIBILITY CRITERIA**:
 - a. Grantee shall comply with all State and Federal law including but not limited to Section 601(d) of the CARES Act (H.R. 748, 116th Cong. § 5001 (2020)) which provides that all costs must be:
 - i. Necessary expenditure incurred due to the public health emergency with respect to the Coronavirus Disease (COVID-19);

- ii. Not accounted for in the budget most recently approved as of March 27, 2020; and
 - iii. Incurred during the period that begins on April 1, 2020, and ends on December 31, 2021.
- b. Grantee shall comply with the supplementary documents issued by the United States Treasury Department and Office of Inspector General, including but not limited to Guidance, FAQs, Reporting Requirements and any updates and additional supplementary materials. These documents are currently published at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>, and <https://www.treasury.gov/about/organizational-structure/ig/Pages/CARES-Act-Reports.aspx>, as well as in the Federal Register.
3. Grantee will provide any and all ongoing documentation of expenses and/or programming requested by the County via a designated reporting template (to be provided by the County Finance Department) for purposes of reporting all expenses to the United States Treasury. All monthly reports and ongoing documentation must be submitted to the County's Finance Department – Office of Grants & Compliance, 1300 Commerce Drive, 4th Floor, Decatur, GA 30030, dmsherma@dekalbcountyga.gov by the tenth (10th) day of the following month.
 4. Grantee will input direct benefit data for each recipient into the HMIS module (to be provided by DeKalb County Community Development) for tracking purposes and to ensure there is no duplication of services provided.
 5. Funds paid to Grantee by the County must be segregated from all other funds and only used for the specific purpose identified. County funds shall not be used for other expenses of the Grantee.
 6. Grantee will adhere to the agency's non-discrimination policy and avoid the appearance of nepotism and/or favoritism toward the agency's staff in administering the CARES Act funds.

VII. PERFORMANCE MEASUREMENT

On a monthly basis, the non-profit corporation shall submit one copy each an Executive Report summarizing agency activities with respect to this program initiative to the County's Community Development and Finance Departments. Financial summaries should indicate year-to-date expenditures and programming, and the report should delineate at a minimum the following:

1. Services Provided.
2. Validation that expense records are being maintained for Auditing Purposes.
3. Any and all other items as requested by the County.

VIII. EXPENDITURE GOAL & RECOVERY OF UNUSED FUNDS

DeKalb Community Development Department will monitor the agency's monthly expenditure of COVID- 19 Citizens Assistance funding to chart agency effectiveness of fund utilization. In the event Grantee has not expended seventy-five percent (75%) of COVID-19 Citizens Assistance funding on or before **December 31, 2021**, the County may elect to recover funding balances from Grantee for redistribution to other agencies that have met or surpassed the expenditure goal.

IX. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations are:

_____, _____
We Love BuHi
[insert contact information]

DEKALB COUNTY

Zachary L. Williams, Chief Operating Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030
404-371-2475
zwilliams@dekalbcountyga.gov

DEKALB COMMUNITY DEVELOPMENT:

Allen Mitchell
Community Development Director
750 Commerce Drive, Suite #401
Decatur, GA 30030
404-969-9921
amitchell@dekalbcountyga.gov

DEKALB FINANCE DEPARTMENT:

Dianne McNabb
Chief Financial Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030
404-371-2745
dmcnabb@dekalbcountyga.gov

Deborah Sherman
Assistant Director – Grants & Compliance
1300 Commerce Drive, 4th Floor
Decatur, GA 30030
404-538-2761
dmsherma@dekalbcountyga.gov

Such Principal Contacts may be changed in writing from time-to-time by their respective Partners.

X. USE OF INTELLECTUAL PROPERTY

The Partners agree that any intellectual property, which is jointly developed through activities covered under this MOA, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOA will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOA, but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA.

XI. EFFECTIVE DATES AND AMENDMENTS

This MOA shall take effect upon signing by both Parties and **shall remain in effect for a period of one (1) year from that date to allow agency monitoring or auditing**, unless earlier terminated. Neither party may assign or transfer all or any portion of this MOA without the prior written consent of the other party.

The MOA may be renewed at the end of this period by mutual written agreement by both Parties. The provisions of this MOA may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this MOA and any related agreement, work plan and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Party; provided however, that in the event that either the County or the Grantee fails to perform its obligations under this MOA, the other Party shall have the right to terminate this MOA and any related agreement, work plan and budget immediately upon written notice. Upon termination by either Party, the Grantee shall immediately and not longer than one business day later return any and all County funds that Grantee still possesses to the County.

The individuals signing this MOA on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOA shall have been duly executed by the entity each represents.

XII. NO JOINT VENTURE

Notwithstanding the terms "Partners" and "Partnership", the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

XIII. DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within fourteen (14) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

XIV. DUE DILIGENCE & PAYMENT TERMS

Grantee shall submit a signed, dated Memorandum of Agreement (MOA) to DeKalb County. Upon full execution of the MOA, the County will provide funding to Grantee. Please indicate preferred payment method

(check one):

- Currently set up to receive DeKalb County funding via ACH payment.
- Not currently set up for ACH payment from DeKalb County, but would like to be setup (ACH information will be provided to the agency along with instructions).
- Payment via printed check made out to the agency.

XV. RIGHT TO AUDIT

The County shall have the right to audit all books and records, including electronic records, relating to or pertaining to this MOA, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Grantee, including but not limited to those kept by the Grantee's employees, agents, assigns, successors and subrecipients. The County also has the right to communicate with the Grantee's employees related to the audited records.

The Grantee shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during regular business hours at the Grantee's office or place of business. If no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County. The Grantee agrees to supply the County with any documentation requested, at the County's sole discretion, and hereby acknowledges that they may be necessary to comply with any reporting, auditing, monitoring, investigations, review of awards or other compliance by the United States Government.

XVI. INDEMNIFICATION AGREEMENT

The Grantee shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Grantee shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this MOA or by conditions created thereby or arising out of or any way connected with Work performed under this MOA, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Grantee shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Grantee, or any subrecipient, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this MOA, Grantee shall not be required to indemnify any County Indemnitee against

claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Grantee as the other party, the Grantee shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Grantee's employees, agents, vendors, Suppliers or subrecipients caused by or resulting from the performance of Work under this MOA, or caused by or resulting from any error, omission, or the negligent or intentional act of the Grantee, vendors, Suppliers, or subrecipients of funds, or any of their officers, agents, servants, or employees. The Grantee shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Grantee expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this MOA, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this MOA and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the MOA be construed as giving any rights or benefits hereunder to anyone other than the parties to this MOA. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this MOA.

XVII. ENTIRETY

This MOA, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners. Such signature by both Partners may be submitted by telefacsimile or email.

GRANTEE

DEKALB COUNTY

Signature

Zachary L. Williams
Chief Operating Officer
DeKalb County, Georgia

Name Printed

Date

Title Printed

Date