

## Memoranda of Understanding

**THIS AGREEMENT** between the City of East Point (hereinafter "the City") and National Association for the Advancement of Colored People (hereinafter "NAACP") (hereinafter collectively referred to as "the Parties") is made and entered into this 16th day of November, 2020 for the purpose of providing utility bill assistance to qualifying East Point residents during the COVID-19 pandemic.

**NOW THEREFORE**, for and in consideration of mutual covenants and agreements, the Parties agree to enter this agreement as follows:

### DEFINITIONS

Qualifying Application is an application(s) that that were received by the City of East Point and stamped dated as being received on or before October 30, 2020 and meets the qualifications listed in **Exhibit A**.

Awardee is a person(s) who is an East Point Utility Customer, who has submitted a qualifying application and has met the qualifications for utilities assistance as a result of COVID-19.

### SCOPE OF WORK

- 1) This agreement is being entered by the Parties for the purpose of providing utility bill payment assistance to East Point Utilities Customers who have been impacted by COVID-19. Assistance will be provided through use of CARES Act Funding to aid qualifying customers.
- 2) The City will provide the NAACP with an initial \$20,000.00 amount of CARES Act funding.
- 3) The City will submit qualifying customer applications, received by October 30, 2020, to the NAACP. The NAACP will review the applications and submit payments to be applied to accounts of qualifying East Point Utilities Customers, up to \$1,000.
- 4) The NAACP shall remit awarded payments to the City to apply payments to awardee utility account no later than November 15, 2020.
- 5) Should the \$20,000.00 funding provided by the City be exhausted by the program, the NAACP may request additional funding needed to fund qualifying assistance.
- 6) The total amount of CARES Act funding awarded by the City shall not exceed \$200,000.
- 7) All funds received from the City by the NAACP not expended pursuant to this Agreement shall be returned to the City no later than November 30, 2020.

**TERM**

This Agreement shall be effective for thirty (30) days from the date of execution. The Parties may extend the Agreement for an agreed upon period by mutual, written agreement. The obligations of the "Right of Audit," below shall survive the termination of the agreement.

**RIGHT OF AUDIT**

NAACP shall maintain a reasonable accounting system that enables The City of East Point to readily identify NAACP's assets, expenses, costs of goods, and use of funds. The City of East Point and its authorized representative shall have the right to audit to examine, and to make copies of or extracts from all financial and related records relating to or pertaining to this agreement, including, but not limited to those kept by the contractor its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontract files, all paid vouchers and invoices, including, out of pocket expenses other reimbursement supported by invoices, cancelled checks, payroll records, IRS Notices, bank statements, journals, contract amendments, timesheets, payroll documents, memoranda and correspondence.

NAACP shall at all times during the term of this agreement and for a period of ten (10) years after the completion of this agreement maintain such records, together with such supporting or underlying documents and materials. NAACP shall at any time requested by the City of East Point, whether during or after completion of this agreement, and at NAACP's own expense make such records available for inspection and audit, including copies, by the City. Such records shall be made available to the City of East Point during normal business hours at the City Finance Department Office.

**IN WITNESS WHEREOF**, the Parties, by and through their duly authorized representatives, have executed this Memorandum of Understanding, to be effective as of the date first set forth above.

**[Signatures Appear on Following Page]**



NAACP, INC.

By: Reed Ren

Title: President

THE CITY OF EAST POINT

By:   
Deana Holiday Ingraham, Mayor

Attest:

By: *Keshia McCullough*  
City Clerk

Approved as to Form:

By: *Brad Bowman*  
Brad Bowman (Nov 11, 2020 11:53 EST)  
City Attorney