

State of Georgia  
City of Jonesboro  
Clayton County

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Jonesboro, Georgia, a municipal corporation of the State of Georgia (the “City”), and The Salvation Army, a nonprofit organization authorized to conduct business in the State of Georgia, acting by and through its Jonesboro Citadel Corps (the “Salvation Army” or the “Contractor”). The City and the Salvation Army may be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the City has been awarded a grant in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) from the American Beverage Foundation for a Healthy America (ABFHA) Nutrition Access, Affordability and Education Grant (the “Grant”); and

WHEREAS, the Grant was awarded in reliance upon the City’s submitted application, which sets forth specific programmatic commitments, performance expectations, and implementation requirements (the “Application”); and

WHEREAS, the Application describes a coordinated initiative consisting of (i) transformation of the Salvation Army, food pantry into a client-choice, grocery-style model and (ii) implementation of a senior-focused support program including transportation and seasonal meal services; and

WHEREAS, the Salvation Army is identified as the entity responsible for day-to-day implementation and service delivery, subject to City oversight; and

WHEREAS, the City, as the recipient of the Grant, retains full responsibility for compliance, fiscal control, reporting, and audit obligations.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the Parties agree as follows:

### **1. PURPOSE AND BACKGROUND**

This Agreement establishes the terms under which the Salvation Army shall implement and operate a client-choice food pantry and related nutrition access and senior support programming (the “Program”) funded through the Grant.

The City applied for and received the Grant based upon specific representations, program design, and measurable outcomes set forth in its application (the “Application”). The Parties acknowledge that the Program must be implemented in strict accordance with those representations.

The purpose of this Agreement is to convert the commitments made in the Application into binding, enforceable obligations and to ensure full compliance with all Grant requirements.

### **2. INCORPORATION OF APPLICATION AND GRANT REQUIREMENTS**

The Application and all applicable Grant requirements are hereby incorporated into this Agreement by reference and made a material part hereof.

The Salvation Army agrees that all services, activities, expenditures, and program outcomes shall conform in all material respects to the Application, including:

- Implementation of a client-choice food pantry model
- Delivery of nutrition education and guidance services
- Provision of transportation and support services for seniors
- Collection and reporting of program performance data and outcomes

In the event of any inconsistency, the Application and Grant requirements shall control.

### **3. TERM**

This Agreement shall commence upon execution and shall remain in effect for the duration of the Grant performance period, unless earlier terminated as provided herein.

### **4. SCOPE OF SERVICES AND PROGRAM IMPLEMENTATION**

The Salvation Army shall design, implement, and operate the Program in a manner consistent with the Application and in furtherance of improving food access, nutrition equity, and community health outcomes.

Without limitation, the Salvation Army shall:

- Operate a shopping-style pantry allowing participants to select food items based on dietary needs, cultural preferences, and health conditions, replacing or materially supplementing pre-packaged distribution models.
- Maintain an inventory that includes fresh produce, perishable goods, and culturally appropriate food options made possible through expanded refrigeration and storage capacity.
- Implement outreach strategies and operational practices designed to reduce barriers to access, including expanded hours, targeted communication, and coordination with community partners.
- Nutrition Education
- Provide integrated nutrition education services, including:
  - Nutrition-focused shopping guidance
  - Access to qualified nutrition professionals
  - Educational materials supporting healthy food selection
- Coordinate with identified partners, including food banks, health providers, schools, and nonprofit organizations, to enhance service delivery and program reach.

## **5. SENIOR SUPPORT SERVICES**

The Salvation Army shall implement the senior-focused components of the Program, including:

Monthly transportation services enabling seniors to access the pantry

Seasonal or holiday meal distribution for seniors, particularly those who are isolated or mobility-limited

Targeted outreach and prioritization of senior populations

These services are a material component of the Program and shall not be diminished, reduced or omitted without the City's prior written consent.

## **6. PERFORMANCE MEASUREMENT AND REPORTING**

The Salvation Army shall collect, maintain, and report program data sufficient to demonstrate compliance with the Application and Grant requirements .

At a minimum, the Salvation Army shall track:

- Number of households and individuals served;
- Volume and type of food distributed;
- Demographic data and priority populations served;
- Participant satisfaction and engagement metrics; and
- Health-related referrals and outcomes

Data shall be collected using a system consistent with the Application and submitted in a manner and form satisfactory to the City.

## **7. USE AND CONTROL OF FUNDS**

All Grant funds shall be administered and controlled by the City.

The Salvation Army shall use funds solely for purposes consistent with the Application and approved budget, including:

- Pantry infrastructure and equipment;
- Food acquisition and distribution;
- Transportation services;
- Nutrition education; and
- Program operations

There shall be no material deviation in the use of funds authorized by the City.

## **8. CITY OVERSIGHT AND ADMINISTRATIVE AUTHORITY**

The City retains full authority to oversee Program implementation and ensure compliance with Grant requirements. The City may:

- Require documentation supporting all expenditures;
- Approve or deny proposed uses of funds;
- Require corrective action for non-compliance; and
- Conduct site visits and performance reviews

## **9. CONTINUITY OF OPERATIONS AND CITY INTERVENTION AUTHORITY**

In the event of material breach, non-performance or risk to program continuity or compliance, the City may assume operational control of the Program, in whole or in part, upon written notice.

The Salvation Army shall provide full access to facilities, equipment, records, and materials necessary to ensure uninterrupted service delivery.

The City may directly operate the Program or designate a third party to do so.

## **10. AUDIT AND RECORDKEEPING**

The Salvation Army shall maintain complete financial and programmatic records sufficient to demonstrate compliance with this Agreement and the Grant.

The City shall have the right to audit such records and inspect Program operations at any reasonable time.

Records shall be retained for the period required by the Grant.

## **11. TERMINATION FOR BREACH**

The City may terminate this Agreement immediately upon written notice for material breach, which shall include, but not be limited to, the following:

- The Salvation Army fails to comply with the Application or Grant requirements;
- Funds are used inconsistently with approved purposes;
- Required services are not delivered;
- Reporting obligations are not met; or
- Continued performance exposes the City to compliance risk

A material breach shall include any failure that directly affects:

- Program implementation;
- Grant compliance;
- Use of funds; or
- Delivery of core services

## **12. TERMINATION FOR CONVENIENCE**

The City may terminate this Agreement upon written notice if necessary to comply with Grant conditions, funding directives, or administrative requirements.

### **13. EFFECT OF TERMINATION**

Upon termination:

- All unexpended funds shall be returned to the City
- Any improperly used funds shall be repaid
- All equipment and assets purchased with Grant funds shall remain the property of the City
- The Salvation Army shall provide all records necessary for grant closeout

### **14. INDEPENDENT CONTRACTOR**

The Salvation Army is an independent contractor and not an agent or employee of the City.

### **15. COMPLIANCE WITH LAWS**

The Salvation Army shall comply with all applicable federal, state, and local laws, as well as all Grant requirements.

### **16. INDEMNIFICATION**

The Salvation Army shall indemnify, defend, and hold harmless the City of Jonesboro, its elected officials, officers, employees, agents, and representatives (collectively, the “Indemnified Parties”) from and against any and all claims, demands, liabilities, damages, losses, fines, penalties, costs, and expenses, including but not limited to reasonable attorneys’ fees and litigation costs, arising out of or related to:

- (a) Any act or omission of the Salvation Army, its employees, agents, contractors, or volunteers in connection with the performance of this Agreement;
- (b) Any breach of this Agreement, including failure to perform the Program in accordance with the Application or Grant requirements;
- (c) Any misuse, misapplication, or unauthorized expenditure of Grant funds; and
- (d) Any failure to comply with applicable laws, regulations, or Grant conditions.

Without limiting the foregoing, the Salvation Army shall be expressly responsible for and shall promptly reimburse the City for any and all amounts that the City is required to repay, return, or forfeit to the grantor or any governmental or funding authority as a result of the Salvation Army’s acts, omissions, noncompliance, or breach of this Agreement, including any disallowed costs, audit findings, or recaptured funds.

The Salvation Army’s duty to defend shall arise immediately upon written notice from the City and shall include the obligation to assume the defense of any claim with counsel reasonably acceptable to the City, or, at the City’s option, to reimburse the City for its defense costs as incurred.

The obligations set forth in this Section shall survive the termination or expiration of this Agreement and shall not be limited by any insurance maintained by the Salvation Army.

**17. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or understandings. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she has full legal authority to bind such Party to the terms and conditions herein and that no further approvals, consents, or authorizations are required for this Agreement to be valid and enforceable.

**18. AMENDMENTS**

This Agreement may only be amended in writing signed by both Parties.

**19. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Georgia.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date above-written.

**CITY OF JONESBORO, GEORGIA**

**THE SALVATION ARMY, JONESBORO  
CITADEL CORPS**

By: \_\_\_\_\_  
Donya L. Sartor, Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**ATTEST:**

Its: \_\_\_\_\_

By: \_\_\_\_\_  
Shandrella Jewett, City Clerk  
City of Jonesboro, Georgia

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
LaTonya Wiley, City Attorney  
City of Jonesboro, Georgia

Date: \_\_\_\_\_