

**Memorandum of Understanding
Lexington-Fayette County Continuum of Care
Administration and Transition Agreement**

This agreement, while not legally binding on any party, reflects the intent and joint agreement of the parties involved to collaborate with one another to support the Lexington-Fayette County Continuum of Care process and funding as set forth by the Department of Housing and Urban Development (HUD). The agreement is among the Central Kentucky Homeless and Housing Initiative (CKHHI); Lexington-Fayette Urban County Government; and organizations receiving Lexington-Fayette Continuum of Care funding as of the date of the agreement. Those organizations are Chrysalis House, Hope Center, Bluegrass.org, Community Action Council, the Lexington Housing Authority, and Volunteers of America. The agreement shall become effective on July 23, 2014, and remain in place through June 30, 2015. The primary function of this agreement is to maintain administration of the Continuum of Care with CKHHI as the Collaborative Applicant while facilitating a full transition of the CoC funding, processes, and Collaborative Applicant role to the LFUCG no later than June 30, 2015. The responsibilities and agreements of the parties are as follows:

Central Kentucky Housing and Homeless Initiative (CKHHI) shall:

- Complete and submit to HUD all forms, reports, registration, and application materials associated with the Lexington-Fayette Continuum of Care through June 30, 2015. This includes all activities associated with the Year 2 renewal process for the 2013-2014 2-year funding cycle. Serve as the HUD-designated Collaborative Applicant until such time as a formal transition is mutually agreed upon or until June 30, 2015 – whichever comes first.
- Provide all necessary and requested training and technical assistance to the LFUCG to ensure a transfer of all knowledge and records associated with the Continuum of Care through June 30, 2015.
- Work jointly with LFUCG and other providers and stakeholders to conduct the 2015 Point In Time Count including an unsheltered count and provide all results and data to the LFUCG and Kentucky Housing Corporation.
- Transfer all Continuum of Care records, documents, and related materials to the LFUCG as needed with complete transfer by June 30, 2015. All such records, documents, and related materials become the property of the LFUCG.
- The CKHHI Board of Directors shall serve as the CoC Board until such time as a new board, administered by the LFUCG, has been established. At that time CKHHI shall maintain responsibilities described above but relinquishes its role as the CoC Board to this newly created entity.

- At time of completed transition, CKHHI relinquishes all rights, roles, and responsibilities associated with being the CoC Collaborative Applicant and will no longer be the convener of the CoC for Lexington-Fayette County. CKHHI will essentially no longer serve any function associated with the CoC.

The LFUCG (Lexington-Fayette Urban County Government) shall:

- Work with CKHHI to accept all needed training and materials and accept Collaborative Applicant role for the Lexington-Fayette Continuum of Care no later than June 30, 2015 or earlier if mutually agreeable or required by process or by HUD. The city will accept this status at the time of the next full funding cycle for the CoC following the Year 2 process of the 2013-2014 funding cycle currently underway.
- Establish a Board of Directors and all processes and procedures required by HUD for the city to accept the role of Collaborative Applicant and serve as local convener of the CoC.
- Pay to CKHHI (or its designee) the sum of \$4,000 to perform the activities described above. Payment shall be \$1,000 upon execution of the agreement and \$1,000 on October 1, 2014; \$1,000 on January 1, 2015; and \$1,000 on April 1, 2015. Payments may be withheld if CKKHI fails to fulfill the obligations described above.
- The LFUCG shall not be required to meet its full financial obligation should the complete transfer of the CoC to the city take place prior to April 1, 2015, and a mutually agreed upon prorated amount shall be paid.

Each of the organizations currently receiving Lexington-Fayette Continuum of Care funding shall:

- Provide all necessary information and support to facilitate the transition of the Lexington-Fayette Continuum of Care from CKHHI to the LFUCG.
- Agree that such transition shall take place no later than June 30, 2015 and agree that the LFUCG will be the Collaborative Applicant and local convener for the CoC following the transition. Organizations agree to full participation in the LFUCG's process for CoC administration.
- Provide, collectively from administrative funds within the CoC grants (or some other source of each organization's choosing), a sum of \$4,000 to CKHHI (or its designee) to perform the activities described above. The amount for which each organization shall be responsible will be determined by a mutually agreed upon formula reflective of the amounts each receives in CoC funding.

- Each organization shall contribute its allocated share of the \$4,000 no later than one week prior to the due date for pre-application materials (to be set by CKHHI upon release of the full Notice of Funding Availability by HUD). Organizations who fail to make payment prior to that date may be penalized in the project ranking process.
- Based on most recent CoC grant application each organization's responsibility shall be:
 - Bluegrass.org – 11 % - \$440
 - Chrysalis House – 23% - \$920
 - Community Action Council - \$320
 - Hope Center – 28% - \$1,120
 - Lexington Housing Authority – 13% - \$520
 - Volunteers of America – 17% - \$680

This agreement presumes that CKHHI receives \$4,000 from Kentucky Housing Corporation in the form of an advocacy grant. Should that funding fail to materialize, then the organizations currently receiving Lexington-Fayette Continuum of Care funding and the LFUCG shall each contribute an additional \$2,000 to offset that reduction. Should CKHHI receive an amount larger than \$4,000 from Kentucky Housing Corporation, then any amount above \$4,000 will be deducted from the amount to be contributed by the organizations receiving Continuum of Care funding.

For: Central Kentucky Homeless & Housing Initiative

Signature _____
Date

Printed Name & Title

For: Lexington-Fayette Urban County Government

Signature _____
Date

Printed Name & Title

For: Bluegrass.org

Signature

Date

Printed Name & Title

For: Chrysalis House

Signature

Date

Printed Name & Title

For: Community Action Council

Signature

Date

Printed Name & Title

For: Hope Center

Signature

Date

Printed Name & Title

For: Lexington Housing Authority

Signature

Date

Printed Name & Title

For: Volunteers of America

Signature

Date

Printed Name & Title