

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between **KENTUCKY HOUSING CORPORATION**, a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky ("KHC"), located at 1231 Louisville Road, Frankfort, Kentucky and the **THE OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION**, an office of the Lexington-Fayette Urban County Government ("OHPI"), located at 101 E. Vine Street, Suite 100, Lexington, KY 40507.

WHEREAS, on August 24, 2020, Governor Beshear issued Executive Order 2020-700, directing that Kentuckians must work together to ensure that citizens of the Commonwealth have shelter and remain healthy at home in order to protect the public from transmission of COVID-19; and

WHEREAS, the previously ordered suspension of evictions from residential premises for failure to pay rent has been rescinded, effective August 25, 2020; and

WHEREAS, in paragraph 6 of Executive Order 2020-700, Governor Beshear ordered that \$15 million in Federal Coronavirus Relief Funds be dedicated to a Healthy at Home Eviction Relief Fund ("HHERF") that shall provide relief from evictions, inclusive of statewide programs to provide relief from court ordered eviction proceedings; and

In consideration of the rights and obligations set forth below, the parties agree as follows:

### Purpose of Agreement

KHC and OHPI desire to enter into this Agreement in order to identify the roles and responsibilities of each party and to formalize an understanding and cooperation between the two organizations.

1. Description of Deliverables. KHC and OHPI agree as follows:

A. KHC shall deliver to OHPI a weekly report ("Report") that identifies Fayette County residents and landlords ("Participants") receiving rental assistance under the HHERF. The Report shall only include tenants who are in "Payment Sent to Landlord Status" from the HHERF system and that live in Fayette County.

B. The following information will be incorporated into the report:

1. Tenant First Name;
2. Tenant Last Name;

3. Tenant last 4 SSN;
4. Tenant Phone Number;
5. Tenant Unit Address;
6. Monthly Rent;
7. Landlord/Owner First Name;
8. Landlord/Owner Last Name;
9. Landlord/Owner Business Name;
10. Landlord/Owner Physical Address;
11. Landlord/Owner Mailing Address;
12. Payment date;
13. Payment amount; and
14. Email address.

C. OHPI acknowledges that OHPI will receive Confidential Information on Participants. OHPI shall notify Participants by email of any breach or suspected breach of Confidential Information.

D. KHC and OHPI will be hold each other harmless and released from claims, losses, damages, and liability of any kind from Participants in connection with sharing of Confidential Information, as each Participant is required to affirm in their HHERF application.

2. Cost. KHC shall not charge a fee to provide the Report to OHPI.

3. Term. This Agreement is entered into as of the day of signing and will last for one (1) year. The Agreement may be extended upon the mutual consent of both parties. This Agreement may be terminated at will by either party upon 30 days' advance written notice.

4. Confidential Information. KHC and OHPI agree that any information received by it or its employees and agents which concerns the personal, financial, or business affairs of OHPI, KHC, or any Participant will be used only as necessary to provide assistance to Participants and administer and oversee the HHERF.

5. Relationship of Parties. The relationship created by this Agreement is that of an independent contractor, and nothing contained herein will be construed to be inconsistent with this relationship.

6. Miscellaneous.

A. Prior Negotiations Merged. All prior negotiations and agreements between the parties with respect to the subject matter of this Agreement are hereby merged herein, and no statement, agreement or understanding not contained herein will be recognized or enforced unless

in writing and of even date herewith or subsequent thereto.

B. Modification. No change or modification of this Agreement will be valid unless it is in writing and signed by the parties.

C. Parties Bound. This Agreement will inure to the benefit of, and be binding upon the parties, their legal representatives, successors and assigns.

D. Governing Law. This Agreement will be construed pursuant to the laws of the Commonwealth of Kentucky.

E. Section Headings. The section headings have been included in this Agreement solely for the convenience of the parties and are not to be deemed a part of this Agreement or material to its construction.

F. Invalid Provisions. Should any provision of this Agreement be deemed invalid or unenforceable, it will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if the invalid or unenforceable provisions were omitted.

G. Notices. All notices provided for or given under this Agreement will be in writing and will be deemed given when personally delivered or when mailed by certified mail, return receipt requested, to the last known address of the party.

To indicate their understanding of and agreement to the terms of this Agreement, the parties have executed this instrument on the 28<sup>th</sup> day of September, 2020.

KENTUCKY HOUSING CORPORATION

OFFICE OF HOMELESSNESS  
PREVENTION AND INTERVENTION

BY: 

BY: 

TITLE: Managing Director, Housing Contract Administration

TITLE: Linda Gorton, Mayor of LCUCG