

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”), made and entered into on the ___ day of _____ 2021, is by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS chapter 67A (hereinafter “Government”), whose address is 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter “COC”), and **LEXINGTON-FAYETTE URBAN COUNTY HOUSING AUTHORITY** (hereinafter “LHA”), with offices located at 300 West New Circle Road, Lexington, KY 40505.

RECITALS

WHEREAS, the American Rescue Plan Act of 2021 provides funding for Emergency Housing Vouchers (EHV) to public housing agencies in order to assist individuals and families experiencing homelessness or who are at high risk of housing instability;

WHEREAS, the Department of Housing and Urban Development (HUD) is tasked with administering these funds and issued notice PIH 2021-15(HA) on May 5, 2021 (“Notice”) explaining the operating requirements for EHV;

WHEREAS, the Notice requires public housing agencies to partner with Continuum of Care providers;

WHEREAS, the COC is the local Continuum of Care provider in Lexington, Kentucky;

WHEREAS, in conformity with the Notice, the Government and LHA confirm their commitment to administering the EHV Program requirements;

WHEREAS, the Government and LHA agree to comply with any and all notices and guidance issued by the Department of Housing and Urban Development (HUD) and all other federal regulations and requirements;

WHEREAS, the Government and LHA agree that timely and optimal utilization of the EHV's for eligible households is critical to effectively ending family homelessness;

WHEREAS, the Government and LHA desire to enter into this MOU in order to identify the roles and responsibilities of each party and to formalize an understanding and cooperation between the two organizations;

WHEREAS, the Government and LHA agree to the adherence of the details of this MOU.

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

I. OBLIGATIONS OF LHA.

LHA agrees to do the following:

- a. Establish a timeframe for EHV applicants to complete intake interviews for EHV;
- b. Provide counseling on compliance with rental lease requirements;
- c. Ensure housing search assistance is made available to EHV families during their initial housing search;
- d. Assist with payment of application fees;
- e. Provide security deposit assistance for the family either with the use of EHV funds or Community Development Block Grant funds, which may be an amount equal to up to two months of the family's rent and which shall be provided directly to the property owner;
- f. Coordinate and consult with the COC in developing the services and assistance to be offered under the EHV services fee;
- g. Accept direct referrals for eligible households through the COC's Coordinated Entry System;

- h. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner;
- i. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner;
- j. Designate a staff person to serve as the lead EHV liaison;
- k. Increase Payment Standards to 120% of Fair Market Rent with minimum rent for EHV households at \$0;
- l. Comply with the provisions of this MOU.

II. OBLIGATIONS OF THE GOVERNMENT.

The Government, through the COC, agrees to do the following:

- a. Designate and maintain a lead EHV liaison to communicate with the LHA;
- b. Refer eligible households to the LHA using the COC's Coordinated Entry System;
- c. Assist in supporting eligible households in completing and applying for supportive documentation to accompany admissions application to the LHA (i.e., self-certifications, birth certificate, social security card, etc.);
- d. Work with community partners to support eligible households through their transition;
- e. Identify and make referrals and connections to supportive services to EHV households;
- f. Maintain a listing of landlords and available units for rent;
- g. Work with community partners to ensure transportation, unit viewings and landlord introductions;
- h. Work with community partners to ensure housing search assistance;

- i. Work with rental property owners to assist EHV households in renting a unit with an EHV voucher;
- j. Partner with service providers to support households in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance, while aiding households in addressing barriers;
- k. Partner with service providers to support the LHA in ensuring appointment notifications to eligible households and assist eligible households in contacting and attending meetings with the LHA;
- l. Partner with service providers to assess and refer individuals and families to benefits and supportive services, where applicable.

III. EHV PROGRAM GUIDELINES.

In addition to the obligations outlined in this MOU, the parties mutually understand and agree that LHA may do the following with EHV funds:

- a. Provide utility deposit assistance and/or utility arrears for the household's utility deposit expenses to facilitate leasing with the use of EHV funds or CDBG funds;
 - i. In these cases, LHA shall pay assistance directly to the utility company.
- b. Assist the household with the cost of renter's insurance, but only if renter's insurance is a condition of the lease;
 - i. The renter's insurance assistance cannot exceed \$300.
- c. Assist with costs of acquiring essential household items up to \$250;
- d. Pre-inspect available units that EHV households may be interested in leasing in order to maintain a pool of eligible units;
- e. Make an incentive payment of \$500 to landlords that agree to initially lease their unit to an EHV household;

- i. The landlord incentive payment will be a single payment at the beginning of the assisted lease. The lease is required to be for at least (1) one-year.

In addition to the obligations outlined herein, the parties mutually understand and agree that the Government and/or the COC may do the following pursuant to this MOU:

- a. Attend EHV participant briefings when needed or refer another community partner to participate;
- b. Assess households referred for EHV for mainstream benefits and supportive services available and/or refer to another community partner to assess.

The parties agree that the permissible uses of the EHV funds are not limited by this MOU but are instead governed by HUD notices and guidance, federal statutes and regulations, and the terms of the Notice, which is attached hereto and incorporated herein by reference.

IV. **GENERAL PROVISIONS**

- a. **Eligibility.** The Government and LHA agree that eligibility for the EHV vouchers will be limited to individuals and families who are;
 - i. Homeless; or,
 - ii. At risk of homelessness; or,
 - iii. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or,
 - iv. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having a high risk of housing instability.
- b. **Program Evaluation.** The LHA, and the Government, through the COC, or whomever else the Government delegates, agree to cooperate with HUD, provide

requested data to HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random assignment procedures.

- c. **Term.** This MOU is entered into as of the day of signing and continue for one year thereafter, but may be renewed as needed upon the mutual consent of both parties.
- d. **Confidential Information.** The Government and LHA agree that any information received by it or its employees and agents which concerns the personal, financial, or business affairs of the Government, LHA, or any Participant will be used only as necessary to provide assistance to Participants and administer and oversee the EHV. Nothing in this paragraph shall be interpreted in any way that is inconsistent with either party's obligations under the Kentucky Open Records Act.
- e. **Relationship of Parties.** The relationship created by this MOU is that of an independent contractor, and nothing contained herein will be construed to be inconsistent with this relationship.
- f. **Prior Negotiations Merged.** All prior negotiations and MOUs between the parties with respect to the subject matter of this MOU are hereby merged herein, and no statement not contained herein will be recognized or enforced unless in a signed modification executed of even date herewith or subsequent thereto.
- g. **Modification.** No change or modification of this MOU will be valid unless it is in writing and signed by the parties.
- h. **Parties Bound.** This MOU will inure to the benefit of, and be binding upon the parties, their legal representatives, successors and assigns.

i. **Governing Law.** This MOU will be construed pursuant to the laws of the Commonwealth of Kentucky.

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

k. **Termination of Agreement.** Either party may terminate this MOU at any time by sending a written notice to the address provided in this MOU at least 30 days before the termination date.

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

m. **Notices.** All notices provided for or given under this MOU will be in writing and will be deemed given when personally delivered or when mailed by certified mail, return receipt requested, to the following addresses:

For LHA

300 West New Circle Road
Lexington, KY 40505
c/o Aldean Pleasant, HCV Manager

For Government/COC:

Polly Ruddick
Office of Homelessness Prevention and Intervention
101 E. Vine St., Suite 100
Lexington, Ky.

To indicate their understanding of and MOU to the terms of this MOU, the parties have

executed this instrument on the ____ day of _____, 2021.

LEXINGTON-FAYETTE COUNTY HOUSING AUTHORITY

BY: _____

TITLE: Austin Simms, Executive Director

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

TITLE: Linda Gorton, Mayor of LFUCG