

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into on this 3 day of September 2021 by and between United Way of the Bluegrass (hereinafter referred to as "CoC Partner"), a 501c3, whose mailing address is 651 Perimeter Dr. St. 510 Kentucky 40517, and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter referred to as "LFUCG"), an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, through its OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION (hereinafter referred to as "OHPI").

WITNESSETH

WHEREAS, the Lexington-Fayette County Continuum of Care (CoC) is a partner-based organization comprised of a variety of stakeholders committed to making homelessness rare, brief and non-reoccurring through design and implementation of policies, which are consistent with local, state, and federal policies.

WHEREAS, the Lexington-Fayette Urban County Government's Office of Homelessness Prevention and Intervention (OHPI) is the designated Collaborative Applicant (CA), the HMIS Lead Agency, and the backbone organization of the CoC.

WHEREAS, partnership in the CoC is open to all organizations and individuals seeking to prevent and end homelessness in our community. Partnership in the CoC allows for participation in discussion and voting on key policy issues, strategic plans, funding allocations, and procedures for the CoC.

WHEREAS, OHPI and CoC partner together are charged with implementing the mission of creating a housing response system that is efficient and effective, offering everyone access to shelter, employment, housing, and other basic needs and opportunities;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, this MOU governs the duties, assignments and responsibilities of LFUCG, through OHPI, and the CoC partners sets forth the standards for partnership to ensure the consistent participation in the Continuum of Care for the purpose of future planning and funding decisions needed for the client population and LFUCG, through OHPI, agree as follows:

- I. The above recitals above are incorporated herein as if fully stated.

II. RIGHTS AND RESPONSIBILITIES

a. General

- i. Partnership shall be for the calendar year with annual updates required each January. The active list of partners are voted on at the January meeting of the HPI Board meeting and new partners must complete 30 full days after acceptance before they are eligible to vote.
- ii. Partners are required to participate in meetings of the CoC Partnership, the HPI Board, and committees of the HPI Board including the HMIS/Coordinated Entry Committee; the Program Performance & Evaluation Committee; and the Advocacy, Issues, and Programs Committee.
- iii. The OHPI and the CoC's partners will work together to develop and implement the initiatives so that those served through the many programs and services available within the Lexington CoC derive the maximum benefit possible.
- iv. The OHPI and the CoC's partners will work together to ensure that the CoC achieves, and maintains, high-performance, thus affording the opportunity to acquire enhanced funding to further support the accomplishments of the CoC.
- v. The OHPI and the CoC partners ensure that the goals of developing and sustaining a culture of trust, respect and support among all of its partners is mutually realized.

b. CoC Partner shall:

- i. Represent the mission and vision of the OHPI and the CoC in a positive and respectful manner.
- ii. Work collaboratively across agency boundaries, borders, and funding sources to provide solutions to the complex issues of homelessness in Lexington-Fayette County;
- iii. Assist in developing, implementing, and utilizing a unified message for the advocacy of expansion of homelessness resources in Lexington-Fayette County;
- iv. Assist in providing a well-coordinated, seamless continuum of emergency and long-term housing and support service to individuals and families who are homeless;
- v. Assist in establishment and implementation of a Lexington-Fayette Strategic Plan to make homelessness rare, brief, and non-reoccurring

- vi. Designate an authorized voting representative and two alternates who may vote in that representative's absence. Authorized representatives must have sufficient authority to speak on behalf of the partner organization;
- vii. Authorized representative(s) attend at least 50% of all Homelessness Prevention and Intervention, Lexington-Fayette County Continuum of Care Board meetings;
- viii. Attend and actively participate in at least 75% of CoC committees as appropriate;
- ix. Actively participate in the CoC's Coordinated Entry policies and procedures including supporting all efforts to centralize housing and homeless supportive services into a coordinated triage system
- x. Demonstrate good faith efforts to improve cross-system collaboration and sustain interagency cooperation;
- xi. Demonstrate good faith efforts to identify and publicize the benefits of centralized screening and assessment that include, but not limited to:
 - 1. Freeing housing staff time for more direct services;
 - 2. Improving access to services for individuals with higher needs,
 - 3. Sharing responsibility and challenges to meet the needs of hard-to-serve clients across agencies; and
 - 4. Centralizing community data to identify gaps that affect the system and streamline improvement efforts.
- xii. Actively engage in good faith efforts to resolve any and all program implementation challenges;
- xiii. Clearly articulate concerns to the OHPI about agency expectations;
- xiv. Clearly articulate concerns to the OHPI about the interface with other systems (health care, behavioral health, foster care, corrections, basic needs resources, etc.);
- xv. Participate in regularly scheduled CoC trainings including the annual LexEnd Homeless Academy and Community Summit.
- xvi. Provide timely responses, open communication and collaborative working strategies in order to accomplish tasks necessary to ensure efficient and effective outcomes.

- c. LFUCG, through OHPI, acting on behalf of Lexington-Fayette County Continuum of Care, shall:
- i. Comply with both the CoC Governance Charter, regulations under the HEARTH Act for CoC and HMIS, and LFUCG Ordinance 102-2014 and 103-2014;
 - ii. Submit the Lexington-Fayette County CoC Consolidated Application to HUD including registration and grant inventory worksheet, project application review, and scoring and ranking process;
 - iii. Lead the execution of the annual LexCount;
 - iv. Apply for on behalf of Lexington—Fayette County any programs from federal or state funding opportunities that direct targets and impacts homelessness;
 - v. Publish all required documents under the HEARTH Act and annual NOFA guidelines on a dedicated webpage easily accessible to the CoC partner and the public.
 - vi. Apply for and be responsible for the CoC Planning Grant in accordance with the HEARTH Act and annual NOFA guidelines;
 - vii. Support the Lexington-Fayette County CoC directly or through a contracted entity including but not limited to leadership, technical assistance, ensuring meaningful participation;
 - viii. Maintain a list of CoC partners and contact information;
 - ix. Develop and maintain a webpage(s) dedicated exclusively to the business of the Lexington-Fayette County CoC making it readily accessible to the CoC and public;
 - x. Facilitate training and supports for CoC partners;
 - xi. Comply with current Memorandum of Agreement with Kentucky Housing Corporation in reference to the statewide implementation of the Kentucky Homelessness Management Information System (KYHMIS).
 - xii. Provide timely responses, open communication and collaborative working strategies in order to accomplish tasks necessary to ensure efficient and effective outcomes.

III. MISCELLANEOUS PROVISIONS

- a. **Terms, Termination.** The term of this MOU shall become effective upon the signature of the last party to sign this MOU and shall remain in effect until December 31, 2021. Unless either party objects in writing, this MOU shall automatically be renewed annually, subject to Homelessness Prevention and Intervention Board (HPI) adoption. Either party shall have the right to terminate this MOU upon 30 days prior written notice to the other party. This MOU terminates upon the earliest of (a) thirty (30) days written notice of cancellation by OHPI or CoC Partner or (b) a breach or default by CoC Partner or OHPI of any provision of this MOU.
- b. **Removal.** Any partner may be removed from the CoC by a two-thirds majority of the HPI Board. Removal is effective only if it occurs at a meeting called for the purpose. Removal requests will be submitted to the Board by the Director of the OHPI. A representative of the organization or individual recommended for removal shall have the opportunity to speak on their behalf prior to a vote of the HPI Board. The HPI Board may deliberate without the representative of the partner recommended for removal present prior to the vote.
- CoC partners must exercise care when acting on behalf of the CoC. Repeated failure to attend scheduled meetings, participate thoughtfully and respectfully in discussions or persistent disruptive or obstructive conduct during meetings will be grounds for removal. Failure to act in accordance with the mission or expectations of the CoC, or failure to act in a positive and respectful manner will also be grounds for removal.
- c. **No Waiver.** The waiver of any particular provision of this MOU does not constitute a waiver of the entire MOU, nor does the waiver of any particular provision in a specific instance guarantee future waivers of the same of similar provisions.
- d. **Severability; Survivability.** If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this MOU will remain in full force and effect. Any provision of this MOU held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- e. **Successors, Assigns; Assignments.** This MOU will inure to the benefit of and be binding upon the respective parties and their successors and assigns. CoC Partner may freely assign this MOU, but neither this MOU, nor any right, benefit or advantage inuring to

OHPI under this MOU and no obligation imposed on the OHPI hereunder may be assigned without the prior written approval of CoC Partner.

- f. **Governing Law.** Except to the extent superseded by federal law, this MOU will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and that of Lexington-Fayette County without regard to conflicts of laws and principles that would require the application of any other law.
- g. **Jurisdiction; Venue; Service of Process; WAIVER OF JURY TRIAL.** Any proceeding arising out of or relating to this MOU or any contemplated transaction shall be brought in the courts of the Commonwealth of Kentucky, County of Fayette, or if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Kentucky, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this MOU or any transaction contemplated hereby in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, irrevocable and bargained-for MOU between the parties to waive any objection to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this Sub-section may be served on any party anywhere in the world. The parties hereby waive any right to trial by jury in any proceeding arising out of or relating to this understanding or any of the contemplated transactions, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise. The parties agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, irrevocable and bargained-for understanding among the parties to waive trial by jury and that any proceeding whatsoever between them relating to this understanding or any of the contemplated transactions shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury.
- h. **Indemnification.** TO THE EXTENT PROVIDED BY LAW, parties agree to indemnify, defend, and hold each other harmless from and against any and all liabilities, claims, demands, losses, damages, costs and expenses (including without limitation, reasonable attorneys' fees and litigation expenses), actions or causes arising out of or relating to any breach of

any covenant or MOU or the incorrectness or inaccuracy of any representation and warranty of parties contained in this MOU or in any document delivered to the parties, except for that which occurs as a result of either parties' gross negligence or misconduct.

- i. **Entire MOU, Amendments.** This MOU constitutes the entire MOU between the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings of any kind. Any and all amendments to this MOU shall be in writing and signed by both parties.
- j. **Notices.** All notices, consents, waivers and other communications required or permitted by this MOU shall be in writing and shall be deemed given to a party when (i) delivered to the appropriate last known address by hand or by nationally-recognized overnight courier service (costs prepaid); (ii) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, to those noted below

FOR COC PARTNER:

United Way of the Bluegrass
1051 Perimeter Dr. Suite 510

Lexington, Kentucky 40517

ATTN: Timothy ED/CEO/President

Johnson

FOR LFUCG, OHPI:

LFUCG – Office of Homelessness Prevention and
Intervention

Phoenix Building

101 East Vine Street, Ste 100

Lexington, KY 40507

ATTN: Polly Ruddick

- k. **Counterparts.** This MOU may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- l. **Further Action.** Each party agrees to perform any and all further acts and to execute and deliver any and all additional documents that may be reasonably necessary to carry out the terms of this MOU.

IN WITNESS WHEREOF, this MOU is executed as of the day first written above.

COC PARTNER

BY: Jonathan Kohn

Title: VP. Community Impact

GOVERNMENT

Name: Linda Gorton

LINDA GORTON, MAYOR

Title: Mayor

LEXINGTON-FAYETTE URBAN COUNTY