

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into on this ___ day of _____ 2021 by and between New Beginnings, Bluegrass, Inc. (hereinafter referred to as "CoC Partner"), a non-profit organization _____, whose mailing address is 225 Walton Avenue, Suite 120, Kentucky 40502, 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.


- 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.

- 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

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:

New Beginnings, Bluegrass, Inc.
225 Walton Avenue, Suite 120
Lexington, Kentucky 40502
ATTN: Christy Shuffett  CEO/President

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: Christy Shuffett