

**MEMORANDUM OF AGREEMENT BETWEEN THE HOUSING AUTHORITY OF FULTON COUNTY, GEORGIA
AND FULTON COUNTY GOVERNMENT ("FULTON")**

This Memorandum of Understanding (MOU), is made and entered into this _____ day of July, 2021 (the "Effective Date") , by and between the Housing Authority of Fulton County, Georgia, (hereinafter referred to as "the Authority"), whose address is 4273 Wendell Dr SW, Atlanta, GA 30336, and Fulton County, Georgia, ("County"), on behalf of the Fulton County Continuum of Care (CoC) (hereinafter referred to as "the Fulton CoC"), whose address is 141 Pryor St. SW, Atlanta, GA 30303, collectively referred to as the "Parties."

WHEREAS, the American Rescue Plan ("ARP") of 2021, Section 3202, appropriated \$5 billion for new incremental Housing Choice Vouchers ("HCVs") to be administered by public housing agencies (PHAs); and

WHEREAS, the United States Department of Housing and Urban Development ("HUD") issued PIH Notice 2021-15 Emergency Housing Vouchers ("EHVs") Operating Requirements on May 5, 2021; and

WHEREAS, as part of the (ARP and in accordance with HUD regulations, an housing authority administering an EHV program must operate the program in accordance with the requirements of 24 CFR Part 982 as well as any waivers or alternative requirements that specifically apply to EHV's; and

WHEREAS, the vouchers are special purpose vouchers which will expire on September 30, 2023, or when HUD funding is removed or reduced for these vouchers; and

WHEREAS, these vouchers are tenant-based vouchers that may not be project-based; and

WHEREAS, the Authority accepted 28 EHVs on May 10, 2021; and

WHEREAS, the Authority may accept additional EHVs as they become available; and

WHEREAS, through collaborative efforts of the Authority and the Fulton CoC, the goal of the EHV program is to assist households who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability; and

WHEREAS, the EHV program must be administered in collaboration with the CoC.

WHEREAS, the County, on behalf of the Fulton CoC finds it to be in the best interest of the citizens of Fulton County to enter into a MOU with the Authority to effectuate the use of vouchers through the EHV program; and

WHEREAS, the Fulton CoC board voted to approve the MOU at its June 17, 2021, meeting.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the Parties agree as follows:

I. PURPOSE

The purpose of this MOU is to address the roles and obligations between the Parties. HUD requires the Authority to partner with the Fulton CoC for direct referrals and services.

II. APPLICABILITY

This MOU applies to the agreement between the Authority and the County, on behalf of the Fulton CoC to initially administer 28 EHV's and others as they become available.

III. ELIGIBILITY

Eligibility in the program is limited to individuals and families who are: Homeless; At-risk of homelessness; Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and Recently homeless, as determined by the Secretary, and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

IV. RESPONSIBILITIES

- A. The Authority must enter into a (MOU with Fulton County on behalf of the Fulton CoC to establish a partnership for the administration of the EHV's.
- B. The Director of the Department of Community Development, Homeless Division Manager or designee shall serve as the lead person for the Fulton CoC. The Authority will be notified in writing of the name of the lead person.
- C. The Executive Director of the Authority, or the Resident Service Manager shall serve as the lead staff person for the Authority. The County, on behalf of the Fulton CoC will be notified in writing of the name of lead person.
- D. Referrals for EHV's must come through the Fulton CoC's Coordinated Entry (CE) System or from a Victims Services Provider.
- E. The Fulton CoC is responsible for determining whether the family qualifies under one of the four eligibility categories for EHV's.
 - Must be experiencing homelessness with income less than 30% AMI.
 - Are at risk of experiencing homelessness with income less than 30% AMI.
 - Fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking with income less than 30% AMI.
 - Were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability with income less than 30% AMI.
- F. The Authority will accept referrals for EHV's directly from the Fulton CoC's Coordinated Entry System or from a Victim Service Provider ("VSP").

- EHVs may additionally be utilized to facilitate an emergency transfer in accordance with the Violence Against Women Act (“VAWA”) as outlined in the PHA’s Emergency Transfer Plan.

G. Housing search assistance will be provided by the Fulton CoC and the Authority.

V. TERM

The Initial term of the MOU shall commence on the Effective Date, defined herein as August 1, 2021 and terminate on July 31, 2022, unless terminated pursuant to the termination provisions contained in this MOU. A party desiring to renew this Agreement shall give the other Party at least sixty (60) days’ written notice of intent to renew prior to the expiration of the MOU. The term of the MOU may be renewed by mutual consent of the Parties in a written agreement between them signed by their authorized representatives and approved by their governing bodies.

VI. ROLES AND RESPONSIBILITIES

The Authority will:

1. Coordinate and consult with the Fulton CoC in developing the services and assistance to be offered under the EHV services fee.
2. Accept direct referrals for eligible individuals and families from the Fulton CoC’s Coordinated Entry System.
3. 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.
4. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.
5. Designate a staff to serve as the lead EHV liaison.
6. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to the PHA (i.e. self-certifications, birth certificate, social security card, etc.).
7. Comply with the provisions of this MOU.

The County, acting through the Fulton CoC will:

1. Designate and maintain a lead EHV liaison to communicate with the Authority.
2. Refer eligible individuals and families to the Authority using the coordinated entry system.
3. Support eligible individuals and household in completing and applying for supportive documentation to accompany admissions application to the PHA (i.e. self-certifications, birth certificate, social security card, etc.)
4. Attend EHV participant briefings when needed.
5. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
6. Identify and refer EHV families to supportive services.
7. Comply with the provisions of this MOU.

VII. FUNDING

The Fulton CoC will not receive administration fees under this MOU for this program.

The Authority will receive administration fees from HUD.

Administration Fee Structure

- PHA will be awarded \$400 per allocated Emergency Housing Voucher
- Issuing Action Fee: \$100 once the voucher is initially leased, if the PHA reported the voucher issuance date in the Public Housing Information Center ("PIC") system within 14 days of the later of the effective date of the family's voucher or when the system becomes available for reporting.
- Placement Fees: \$500 for each EHV family placed under a HAP contract within 4 months of effective date of the ACC funding, and \$250 for each EHV family placed under a HAP within 6 months after the effective date of the ACC funding.
- Service Fees: \$3,500 per allocate EHV.

VIII. Program Requirement Compliance Commitment

The Authority and the Fulton CoC agree to comply with program requirements as outlined in 24 CFR Part 982.

IX. PROGRAM EVALUATION

The Authority and the Fulton CoC agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or a HUD-approved contractor.

X. TERMINATION

This MOU may be terminated upon the Parties' mutual agreement following receipt of a sixty (60) days' written notice, provided by either Party, of their intent to terminate the MOU. Each party may terminate this MOU upon written notice where the other party is notified by the other of being in default or breach of the MOU and the defaulting party fails to cure the default within the time period specified in the notice of default/breach letter for the non-breaching party.

Written notices shall be sent to the points of contact listed in the notice provisions of this MOU.

XI. AMENDMENT

This MOU is subject to periodic review by the Parties. Either Party to this Agreement may propose a modification to this MOU at any time. This MOU may be amended during its validity by mutual consent of the Parties in a written agreement between them signed by their authorize representatives and approved by their respective governing bodies

XII. DEFAULT

In the event of any default by the Authority or the County, acting through the Fulton CoC, of any obligations under this MOU, either party shall provide the other with written notice thereof requesting that the breach or noncompliance be remedied within a time period specified in the notice not to exceed thirty (30) days.

XIII. NOTICE

All notices, requests, or other communications under this MOU shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received by a Party.

XIV. DISPUTE RESOLUTION

Any dispute between the Parties arising under this MOU, other than relating to default in payment or obligations, shall be resolved informally by persons designated by each Party or by them through direct negotiations to settle the matter in a spirit of cooperation.

XV. COOPERATION

The Parties agree to cooperate fully regarding the implementation of this MOU.

XVI. MISCELLANEOUS

A. Georgia Open Records Act.

The Parties acknowledge that this MOU is subject to the Georgia Open Records Act, O.C.G.A. 50-18-70 et seq., which requires that public records be open and available for inspection by any member of the public.

B. Entire Agreement.

This MOU constitutes the entire agreement between the Parties. There are no representations either oral or otherwise, other than those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date first written above. Each of the Parties hereto shall cause this MOU to be executed in duplicate by the duly authorized officer, with each Party to receive one of the duplicate texts, which shall each have equal authenticity.

[Signatures on Next Page]

FULTON COUNTY, GEORGIA

HOUSING AUTHORITY OF FULTON COUNTY,
GEORGIA

By: _____

By: _____

Name: _Robert L. Pitts_____

Name: _____

Title: __Chairman_____

Title: _____

Date: _____

Date: _____

Attest:

Tonya R. Grier, Clerk to the Commission

Approval as to Form

Office of the County Attorney.