

STATE OF GEORGIA
COUNTY OF FULTON

MEMORANDUM OF AGREEMENT BETWEEN THE GEORGIA HOUSING AND FINANCE AUTHORITY (“GHFA”) AND FULTON COUNTY GOVERNMENT (“FULTON”)

This Memorandum of Agreement (MOA), is made and entered into this 4th day of December, 2020 (the “Effective Date”), by and between Georgia Housing and Finance Authority (hereinafter referred to as “GHFA”), an instrumentality of the State of Georgia, whose address is 60 Executive Park South, NE, Atlanta, GA 30329, and Fulton County Government 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, On July 1, 1996, the Governor and General Assembly merged GHFA, which acts as the state’s housing agency funding housing and services for disabled individuals and people experiencing homelessness in the State of Georgia, with the Department of Community Affairs (“DCA”), which was created in 1977 to serve as an advocate for local governments, for any purpose necessary or incidental in the administration and performance of GHFA’s duties, powers, responsibilities, and functions as provided in O.C.G.A. §50-26-1 et. seq.; and

WHEREAS, GHFA has designated DCA to serve as the Homeless Management Information System (“HMIS”) Lead for the Georgia HMIS Collaborative; and

WHEREAS, The Fulton CoC of the GA HMIS Collaborative, has designated DCA as the HMIS Lead to manage the Continuum’s HMIS, apply for and receive HUD HMIS funding on behalf of their Continuum of Care (“CoC”); and

WHEREAS, DCA will manage the HMIS grant in cooperation with the Fulton CoC, and will collect Cost Sharing Fees, as agreed upon through the GA Cost Sharing Plan, for services specified in Appendix A.

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

1. PURPOSE

The purpose of this MOA is to address the funding obligations delineated for each CoC through the Cost Distribution Plan that was approved by the GA HMIS Steering Committee and derived from a HUD funded CoC HMIS dedicated grant or other funding identified by the CoC.

II. APPLICABILITY

This MOA applies to the HMIS Dedicated grant for each CoC. If the CoC does not have a dedicated grant, they are responsible to determine and identify in writing the alternative funding source to cover the cost of the HMIS Implementation.

III. RESPONSIBILITIES

- A. The responsibilities of GHFA under this MOA are listed in the Appendix A to this MOA.
- B. The responsibilities of the Fulton CoC under this MOA listed in the Appendix B to this MOA.

IV. TERM

The initial term of this MOA shall commence on the Effective Date, the 1st, day of December 2020, and terminate on the 30th day of November 2021, unless terminated pursuant to the termination provisions contained in this MOA. 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 MOA. The term of this MOA may be renewed by mutual consent of the Parties in a written agreement between them signed by their authorized representatives.

V. FUNDING.

DCA and the Fulton CoC will continue to participate in the commitment of funding the implementation of the GA HMIS Implementation as outlined in the GA Cost Sharing Plan; to work in cooperation with the HMIS Lead for additional funding opportunities. The Parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for any amounts payable hereunder no longer exist or are determined to be insufficient, this MOA shall terminate without further obligation.

VI. COSTS AND EXPENDITURES.

Project Name:	<u>Fulton HMIS Renewal</u>
Grant No. (if applicable):	<u>GA0232L4B021907</u>
Grant or funding source Term:	<u>12/01/2020-11/30/2021</u>
Grant/Funding Source Amount:	<u>\$76,484</u>
Amount of Grant Retained by CoC (if applicable):	<u>\$42,918.30</u>
Amount of Grant/Funding source retained by DCA:	<u>\$33,565.70</u>

VII. CONDITIONS

- A. Conditions for HMIS Grant recipients:

The Fulton CoC agrees to allocate \$33,565.70 to GHFA for the GA HMIS Implementation, as specified in the Cost Distribution Agreement that was approved May 25, 2017. Furthermore, the Fulton CoC agrees to:

1. Submit quarterly reimbursements by the last day of the quarter as required by HUD. Note: A quarterly review will be conducted by DCA on behalf of GHFA to ensure reimbursement requests indicate a sufficient spend down rate. In the event no plan has been put forth, and an excess balance is remaining in the grant, GHFA reserves the right to reallocate the balance to another eligible activity.
2. Provide Match documentation on the prescribed reimbursement form supplied by GHFA at:
<http://www.dca.ga.gov/housing/specialneeds/programs/documents/HMISReimbursementSummaryforEligibleCostsandDocumentationofMatch.xlsx>.
3. Provide annually updated documents required for the Grants Management to include HB87, HB2, W-9 forms.

B. Conditions for CoC's with Other Funding Sources: (If Applicable)

_____ agrees to allocate \$_____ to GHFA for the GA HMIS Implementation, as specified in the Cost Distribution Agreement that was approved May 25, 2017. Furthermore, the _____ agrees to:

1. Submit quarterly payments to GHFA by the last day of the quarter as determined by the funding source term noted above.
2. If payment is not received within 90 days of the due date, the _____ will be considered non-compliant with this MOA and must submit a letter to GHFA outlining why payment has not been submitted and the expected date for payment. Non-compliance may lead to termination of the _____ participation in the GA HMIS Collaboration.

C. Designated Representative:

The Fulton CoC will provide a “Designated Representative and an alternate” that agrees to participate in periodic meetings established by GHFA, and to act on behalf of the Fulton CoC on matters related to the grant’s management pertaining to this MOA. GHFA should be notified promptly if any change in representation occurs.

VIII. TERMINATION

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

IX. AMENDMENT

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

X. DEFAULT

In the event of any default by GHFA or the Fulton CoC, of any of their obligations under this MOA, 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.

XI. NOTICE

All notices, requests, or other communications (excluding invoices) under this MOA 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.

GHFA:

60 Executive Park South, NE
Atlanta, GA 30329
Attn: Christy Lovett
(404) 679 - 0596
Email: christy.lovett@dca.ga.gov

With a copy to:

60 Executive Park South, NE
Atlanta, GA 30329
Attn: Jeanette Pollock
(404) 679 - 3177
Email: jeanette.pollock@dca.ga.gov

XII. DISPUTE RESOLUTION

Any dispute between the Parties arising under this MOA, 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.

XIII. COOPERATION

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

XIV. MISCELLANEOUS.

A. Georgia Open Records Act.

The Parties acknowledge that this MOA 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 MOA 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 MOA 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.

FULTON COUNTY GOVERNMENT

By: _____
Name: _____
Title: _____

GEORGIA HOUSING AND FINANCE
AUTHORITY (“GHFA”)

By: _____
Name: Tonya Cureton Curry
Title: Deputy Executive Director