

Wake Continuum of Care Lead Agency Memorandum of Understanding
Between Wake County Government and Wake County Continuum of Care
Effective 11/1/2024-10/31/2029

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is hereby made and entered into by and between the Wake County Government (hereinafter "Lead Agency") and Wake County Continuum of Care (hereinafter "Wake CoC").

The Wake CoC Membership will work collaboratively with the Wake County Government, and, as a non-incorporated independent entity, authorizes the Chair of the Wake CoC Governing Board to execute this MOU on behalf of the Wake CoC Membership.

I. PURPOSE OF THIS MOU

This MOU designates the Wake County Government as the Lead Agency for the Wake CoC and outlines the responsibilities as the designated Lead Agency. The Wake CoC is responsible for creating a collaborative, inclusive, community-based process and approach to plan for and manage homeless assistance resources and programs effectively and efficiently to end homelessness in Wake County. The Wake CoC Governing Board is the governing body of the Wake CoC and is responsible for setting Wake CoC goals, priorities, and strategies. The Lead Agency is responsible for providing logistical and administrative support to the Wake CoC.

II. BACKGROUND

The Wake CoC Charter was revised and adopted by a vote of the Wake CoC Membership on July 1, 2024. The Wake CoC Charter sets forth the guiding principles of membership and participation in the Wake CoC; responsibilities delegated by the Wake CoC to the Governing Board, committees, and agents; and provisions for Wake CoC governance.

The Wake CoC Governing Board is the policy-setting and decision-making body for the Wake CoC, which is responsible to the Wake CoC Membership for fulfilling its Housing and Urban Development (HUD)-defined responsibilities. The Wake CoC Governing Board is responsible for overseeing the planning, coordination of resources, and evaluation of results for the community. Pursuant to the terms of the Charter, the Wake CoC Governing Board and the Wake CoC Membership will vote and develop a process to select and approve a Lead Agency for a five-year term.

Upon expiration of the term of this MOU or other mutually agreed upon time, it is the intention of the Wake County Government, the Wake CoC Governing Board, and the Wake CoC Membership that an appropriate community based organization be identified or developed, with adequate staffing and resources to fulfill all of the functions and responsibilities of the Lead Agency, in coordination with the Wake CoC Membership, the Wake County Government, and the City of Raleigh Government.

III. TERM

This MOU shall commence on November 1st, 2024 and continue until October 31st, 2029 or until another agency has been identified and agreed upon in coordination with the Wake CoC Membership, the Wake County Government, and the City of Raleigh Government.

- A. **Termination for Convenience.** Either party may terminate this MOU for any reason or no reason provided the party wishing to terminate for convenience provide a one-year written notice. Such termination for convenience must also be approved by a vote of the Wake CoC Membership pursuant to the terms of the Wake CoC Charter.
- B. **Termination for Cause.** If either party to this MOU fails to comply with the material terms contained herein after written notice of such alleged failure to comply and an opportunity to take corrective action, the party in compliance may terminate this MOU by delivering a written notice of termination. Such termination for failure to comply with the terms of this MOU shall be effective six months after receipt of said notice of termination. Any termination for cause must also be approved by a vote of the Wake CoC Membership pursuant to the terms of the Wake CoC Charter.

All parties of this MOU shall comply with the Wake CoC Charter; written policies and procedures; as well as all other applicable federal, state, and local laws and regulations.

Upon termination of this MOU for any reason, the Wake County Government will participate in an expedient and professional transition of knowledge, documents, grants, and all other relevant information (even if not identified by name in this document) to the successor entity. This transition will also include a formal training period, terms of which will be negotiated by the parties involved, to facilitate the successful transfer of information without the disruption of Wake CoC programming.

IV. MODIFICATIONS AND OTHER PROVISIONS

- A. **Modifications.** Either party may request modifications to this MOU. Any changes, modifications, revisions, or amendments to this MOU shall be voted on by the Wake CoC Voting Membership pursuant to the terms of the Charter. All approved modifications to this MOU shall be in writing and signed by all parties to this MOU.
- B. **Compliance with Applicable Laws.** The parties to this MOU shall comply with all applicable federal, state, and local laws and regulations relating to this MOU or which may affect the performance of this MOU.
- C. **Indemnification.** Each party to this MOU shall be responsible for and indemnify, defend, and hold harmless the other party, from and against any third-party claims arising out of or in connection with (a) the negligent acts or omissions of its respective officers, agents, directors, and employees to the extent allowable by law; and (b) its breach or alleged breach of this MOU.
- D. **Liability.** No officer, member, official, or agent of the Wake CoC or the Wake County Government shall be personally liable in connection with this MOU.

V. LEAD AGENCY AND COLLABORATIVE APPLICANT RESPONSIBILITIES

As set forth in the below, the Wake County Government assumes the role of **Collaborative Applicant** for the annual Wake CoC communitywide funding competition. The Wake County Government shall comply with all applicable provisions of the Wake CoC Charter, HUD, and Wake CoC

Collaborative Applicant policies and procedures, as well as all other applicable federal, state, and local laws and regulations. The Wake County Government is authorized to receive Wake CoC Planning Grants funds via transfer and apply for new planning grants.

Specific responsibilities of the Lead Agency are detailed below:

A. Wake CoC Funding

In coordination with the Wake CoC Governing Board, develop and implement a plan to comply with 24 CFR 578.7(c), as well as all other obligations mutually agreed upon in writing, including submitting annual HUD application(s) for funding Wake CoC programs and the application to HUD for funds to support planning activities for the Wake CoC. All funding responsibilities will be done in coordination with the Wake CoC Governing Board and the Funding Review Committee.

1. Develop and administer, in collaboration with the Funding Review Committee, a fair, consistent, and transparent process for allocating funds to eligible recipients. This includes collecting and organizing required application information from all projects funded by the Wake CoC.
2. Create an annual workplan to submit the annual Wake CoC NOFO Program Competition application.
3. Support annual Notice Of Funding Opportunities (NOFO) requirements and provide required information to complete the Consolidated Plan.
4. Coordinate policy and procedure updates, lead marketing of available funding, give input and data into the written application, provide administrative support, and support a transparent and compliant local NOFO Competition.
5. Collaborate with the Funding Review Committee to support and staff a compliance monitoring process for Wake CoC and Emergency Solutions Grants (ESG) programs including the reporting and evaluation of performance including alignment to written standards.
6. Implement performance monitoring with targets using the System Performance Dashboard for Wake CoC and ESG and report to the Wake CoC Governing Board and relevant work groups.

B. Wake CoC Planning and Governance

Provide adequate staff and administrative support to the Wake CoC Governing Board, Committees, and Workgroups to enable the Wake CoC to address the critical needs facing people in Wake County who are homeless or at risk of becoming homeless.

1. Receive Wake CoC Planning funds from the Collaborative Applicant on behalf of the Wake CoC to support planning and governance activities.
2. Provide logistical support for Wake CoC responsibilities as outlined in Interim Rule 24 CFR 578.7.
3. Support the Wake CoC Governing Board through no less than bimonthly meetings.
4. Convene and support the Wake CoC Governing Board and appointed Committees and Workgroups in the administration of their duties and responsibilities as outlined in the Wake CoC Charter.

5. Provide administrative support to the Wake CoC Governing Board including board packets and agendas, recording minutes sending meeting notifications, administering all voting procedures in accordance with the Wake CoC Charter, and ensuring timely and appropriate updates.
6. Collaborate with the Wake CoC Governing Board officers to ensure compliance with the Wake CoC Charter.
7. Coordinate with the Wake CoC Governing Board Executive Committee to host Wake CoC meetings at least quarterly and in alignment with the Wake CoC Charter.
8. Provide administrative support to the Wake CoC Membership including membership packets and agendas, recording minutes, sending meeting notifications, administering all voting procedures in accordance with the Wake CoC Charter, and ensuring timely and appropriate updates.
9. On an annual basis, the Wake CoC Governing Board, the Wake CoC Membership, and the Collaborative Applicant will work together to develop strategic goals for the Collaborative Applicant's mandatory activities listed above and include in an annual work plan.
10. Support Wake CoC Membership and Governing Board in developing a strategic plan for the CoC.
11. Review and update the Wake CoC Membership annually and collect signed Conflict of Interest policies.
12. Facilitate the Wake CoC Governing Board selection process in collaboration with the Wake CoC Governing Board and Nominations Committee.
13. Develop Annual Action Plans for operationalizing the Wake CoC goals and priorities and provide updates to the Wake CoC Governing Board and the Wake CoC Membership.
14. Establish, maintain, and review written standards for providing homelessness assistance programs.
15. Establish, maintain, and update an online Wake CoC onboarding curriculum and work with the Nominations Committee to host a new member orientation at least once annually.
16. Develop an annual impact report for the Wake CoC to share progress on the Wake CoC goals and strategies.
17. Mobilize planning efforts to inform community plan updates, evaluations, the Wake CoC Charter, and governance reviews.
18. Establish a White Flag annual response plan in collaboration with the Wake CoC Governing Board, to include notification of declared White Flag nights and Cooling Centers and the creation of a community-wide plan for severe weather.
19. Conduct an annual gaps analysis of homelessness needs and services.
20. Conduct an annual sheltered and unsheltered Point-in-Time (PIT) Count of individuals and families in alignment with HUD requirements.
21. Recruit effective Committee and Workgroup participants and critical voices inclusive of people with lived experience.

22. Prepare work products to support an efficient, inclusive, and transparent Wake CoC process (workflows, policies, procedures, trainings, etc.).

C. Wake CoC Communications

Carry out necessary activities related to educating and facilitating communication on behalf of the Wake CoC to the Wake CoC Membership, elected and local leaders, and the general public.

1. Develop and implement a cohesive communications strategy for the Wake CoC and manage all Wake CoC communications and platforms (website, newsletter, social media, etc.).
2. Provide an annual State of Homelessness address to the Wake CoC Membership and the Wake CoC Governing Board.
3. Maintain an accurate and up-to-date contact list of Wake CoC members.
4. Develop communications materials to support open, transparent, and continuous communication with the Wake CoC Board, Wake CoC Membership, Committees & Workgroups, and the general public.
5. Maintain a dedicated website for the Wake CoC and ensure it is readily accessible to the Wake CoC Membership, the Wake CoC Governing Board, Committees and Workgroups, and the general public.
6. Distribute a Wake CoC-focused newsletter at least once a month.
7. Develop and distribute an invitation for new members to join the Wake CoC at least annually.
8. Draft and send letters of support for agencies upon request, following a protocol approved by the Wake CoC Governing Board and the Wake CoC Membership.
9. Draft and send approved communications on behalf of the Wake CoC at the request of the Wake CoC Governing Board, the Wake CoC Membership, or any of its Committees or Workgroups.

VI. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) LEAD RESPONSIBILITIES

As set forth below, the Wake County Government assumes the role of **HMIS Lead** and is authorized to receive Wake CoC HMIS funds via transfer and apply for renewal funding. The Wake County Government shall comply with all applicable provisions of the Wake CoC Charter, HUD, and Wake CoC HMIS policies and procedures, as well as all other applicable federal, state, and local laws and regulations.

For purposes of complying with all requirements of 24 CFR 578.7(b), including monitoring HMIS operations within Wake County, the Wake CoC Membership must designate an HMIS Lead. Specific responsibilities of the HMIS Lead Agency are detailed below:

- A. Ensure there are dedicated staff for fulfilling HMIS Lead responsibilities.
- B. Manage a single HMIS for the entire Wake CoC geography in compliance with HUD requirements.
- C. Review HMIS policies and procedures at least annually.

- D. Review, revise, approve, and implement HMIS privacy, security, and data quality plans at least annually.
- E. Provide communication and outreach on changes in HMIS procedures and data collection to providers.
- F. Develop and conduct regular trainings and offer technical assistance support for providers including operating user support and ticketing systems.
- G. In collaboration with the Collaborative Applicant, ensure consistent participation of the Wake CoC Program Grantee and sub-recipients in HMIS.
- H. Track and reinforce recipient and subrecipient participation in HMIS.
- I. Execute participation agreements with every contributing HMIS organization and user agreements with every user.
- J. Enhance the HMIS system and data capabilities by actively encouraging HMIS participation and overseeing data quality and completeness.
- K. Complete or provide information for all private, local, state, and federal reports, including but not limited to Point-in-Time (PIT) count, Housing Inventory Count (HIC), Longitudinal System Analysis (LSA), and System Performance Measures (SPM).
- L. Work with the Wake CoC Governing Board and Committees and Workgroups to support HMIS data use in project monitoring.
- M. Implement the local HMIS such that it complies with applicable data and security standards as released by HUD.
- N. Ensure HMIS policies and procedures are consistent with the Wake CoC goals.
- O. Provide regular System Performance Measures to the Wake CoC Governing Board for review.

VII. COORDINATED ENTRY ENTITY RESPONSIBILITIES

As set forth below, the Wake County Government assumes the role of **Coordinated Entry entity** and is authorized to receive Wake CoC Program funds via transfer and apply for renewal funding. Wake County Government shall comply with the Coordinated Entry policies and procedures, as well as the Wake CoC Charter and all applicable provisions of federal, state, and local laws and regulations.

Specific responsibilities of the Coordinated Entry entity are detailed below:

- A. Evaluate countywide needs and provide dedicated staff to fulfill Coordinated Entry System (CES) responsibilities.
- B. Develop and implement policies and procedures for Coordinated Entry operations in coordination with the Coordinated Entry System Committee.
- C. Provide training to participating Access Sites and homeless services providers in the CES policies and procedures, including Assessment tools.
- D. Maintain the By-Name Prioritization list of assessment clients who have not been able to be diverted or prevented from homelessness.

- E. Prioritize and match clients based off of the CES policies and procedures for existing housing resources.
- F. Facilitate case conferencing processes with case conferencing groups including veterans, youth and young adults, and other special populations, as needed, with the goal of assuring clients are referen-ed to appropriate interventions.
- G. Evaluate performance of the CES and make recommendations for adjustments as necessary to the Wake CoC Membership, the Wake CoC Governing Board, and Coordinated Entry System Committee.
- H. Ensure compliance with HUD regulations.
- I. Establish a clear and accessible communication plan.
- J. Promote standardized screening and assessment process.
- K. Seek approval of the Wake CoC Governing Board before signing any contract(s) that exceed(s) \$50,000.

VIII. REPORTS, REVIEWS, AND AMENDMENTS

- A. The Wake County Government will provide a written report to the Wake CoC Membership of progress, accomplishments, and mutually agreed upon benchmarks, in addition to information related to compliance with the specific terms and conditions of this MOU. These reports shall be delivered to the Wake CoC Governing Board at least every three months. The Wake CoC Governing Board reserves the right to request additional reports or updates as needed and identified by the Wake CoC Membership.
- B. The Wake CoC Governing Board and the Wake County Government shall review this MOU annually to ensure compliance with the Wake CoC Charter, as well as all other applicable federal, state, and local laws and regulations. As part of this annual review, this MOU can also be amended by mutual agreement of the parties to ensure alignment with the Wake CoC goals and priorities. All amendments to this MOU must be approved by a vote of the Wake CoC Membership pursuant to the terms of the Wake CoC Charter. The review process must be completed before the expiration of the current MOU.

IX. RELATIONSHIP OF THE PARTIES

The Parties are separate legal entities existing in accordance with the laws of North Carolina and the United States. Nothing in this Agreement will be deemed to make any Party a partner, agent, fiduciary, employee, or joint venturer of the other Party. Neither party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party except as specifically set forth in this Agreement.

X. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County; or be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any defense available to either party of sovereign

or governmental immunity from any cause of action alleged or brought against either party for any reason if otherwise available as a matter of law.

XI. GOVERNING LAW

All matters relating to this Memorandum of Agreement shall be governed by the laws of the State of North Carolina, and venue for any action relating to this Agreement shall be state or federal courts located in Wake County, North Carolina.

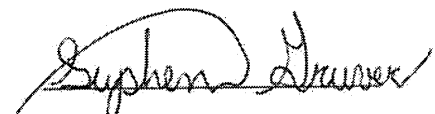
XII. NONDISCRIMINATION

The Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Agreement.

XIII. EFFECTIVE DATE OF AGREEMENT

This Effective Date of this Agreement shall be the date upon which both parties have fully signed and executed this Agreement.

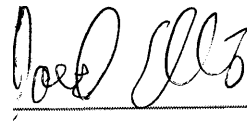
IN **WITNESS WHEREOF**, the parties to this MOU have executed it through their respective duly authorized officers, as of the date first written above.



Stephen Gruver, Chair

CoC Governance Board Chair

NC 507



David Ellis

County Manager

Wake County Government