

# MEMORANDUM OF UNDERSTANDING

Muskegon County Homeless Continuum of Care Network  
and

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## I. BACKGROUND AND INTENT

**This Agreement** for participation in the development, implementation and management of programs to end homelessness in Muskegon County is entered into between member agencies of the Muskegon County Homeless Continuum of Care Network.

**Whereas**, the Continuum has formally adopted the Blueprint for Ending Homelessness, a 10 Year Plan which sets forth goals and objectives toward preventing and ending homelessness in the County; and,

**Whereas**, the sole purpose of this Memorandum of Understanding is to encourage cooperation between each member of the Continuum and to further detail the separate and distinct roles and responsibilities of each party with regards to the operation and implementation of projects to prevent and end homelessness in our community; and,

**Whereas**, each member of the Continuum understands that certain activities must be undertaken in order to meet federal, state and local requirements for funding; and,

**Whereas**, the Continuum must prioritize the utilization of its limited resources to maintain a comprehensive service delivery system for the most-in-need within the at-risk and homeless populations; and,

**Whereas**, the Muskegon County Homeless Continuum of Care Network is required by federal and state statutes to maintain a collaborative process for developing the Homeless Assistance Grant (HAG) application; evaluate project outcomes funded under the Emergency Solutions Grant and HAG; ensure the operation of and timely participation in the HMIS, and utilize ESG and HAG funding to support and implement an effective prevention and rapid re-housing service delivery system, the member agencies agree to participate in the functions of the MCHCCN and to follow the requirements of the By-Laws of the MCHCCN.

**Whereas**, each member of the Continuum as pertinent agrees to:

- Participate in the HMIS/Service Point system so that data can be submitted to the Department of Housing and Urban Development and the Michigan State Housing Development Authority in the manner in which they prescribe; and
- Participate in each Point in Time count as mandated by HUD or as prescribed by the Continuum of Care; and

- Provide accurate data to the Continuum in a timely fashion as determined by the Continuum. Accuracy and timeliness of data is understood to be of critical importance to funding agencies such that failure to provide the data in such a fashion could result in a loss of funding; and
- Participate in the development and implementation of evidenced based or HMIS data driven strategies that effectively contribute to preventing and ending homelessness; and
- Advocate on behalf of the homeless and participate in the Continuum's Homeless Awareness activities and in the Homeless Prevention activities; and
- Actively participate in the Continuum's committees. The member understands that participation in the Continuum is one of the review criteria establishing priorities for funding; and
- Act as a liaison with the community at large and with their respective agencies to provide information about the Continuum's activities; and
- Participate in the development of the evaluation and selection criteria to determine priorities for the Continuum; and
- Participate in funding opportunities following state and federal criteria; and
- Work with other agencies in the community to align local, state and federal resources to develop and support a comprehensive community-based service delivery system that effectively stabilizes individuals and families in their current housing; or quickly moves such persons to other permanent housing; or rapidly re-houses those who have lost their housing. This includes a commitment to reduce the use of emergency shelter beds as a means of balancing emergency shelter beds with permanent supportive housing units throughout Muskegon County; and,
- Work with the Continuum to ensure that there are no gaps in service to the homeless or at risk of homeless population in our community; and
- Work diligently to identify, develop and coordinate interagency service delivery teams; and,
- Participate in the Consolidated Plan for the geographic area(s) covered by the MCH CoC Network; and,
- Stay up to date on the latest research and experiential based best practices for the delivery of relevant services.

## **II. GUIDING PRINCIPLES**

**WHEREAS**, all parties under this Memorandum of Understanding jointly recognize that individuals with very low-incomes, and representing the specified target populations, are diverse in terms of their strengths, motivation, goals, backgrounds, needs and disabilities;

- those individuals are members of the community with all the rights, privileges, opportunities accorded to the greater community;
- those individuals have a right to meaningful choices in matters affecting their lives; and

- input of the individuals shall be sought in designing and implementing services.

**III. TERM.** This Agreement will begin July 1, 2005, and will continue until terminated in accordance with Section VII below.

**IV. TERMINATION.** The partners may terminate their participation with this Agreement for any reason by giving the other parties ninety (90) days prior written notice.

**V. CONFIDENTIALITY.** The partners agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, releases will be secured before confidential information on an Individual is exchanged. Confidential information will be handled with the utmost discretion and judgment and in consort with each partner's confidentiality requirements.

**VI. NONDISCRIMINATION.** There shall be no discrimination of any Individual on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operation of the apartments.

**VII. SEVERABILITY.** In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.

**VIII. AMENDMENTS.** This Agreement may be amended only with the mutual written consent of the partners pursuant to the Muskegon County Homeless Continuum of Care Network By-Laws.

**IX. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the partners hereto certify by said signatures that they are duly authorized to sign this Agreement.

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Date Signed: \_\_\_\_\_

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**Revision Date: August 12, 2010**