



Memorandum of Understanding Between HousingCLT and Participating Agency

This application and Memorandum of Understanding is made this ___ day of _____, by and between HousingCLT (a program of Non-Profit Industries, a North Carolina not for profit corporation, hereafter referred to as “the PROGRAM”) and the PARTICIPATING AGENCY, a North Carolina not-for-profit corporation or for profit corporation legally known as _____ (hereafter referred to as “the AGENCY”).
(participating agency)

- I. The PROGRAM agrees to provide the AGENCY with referrals to HOUSING PROVIDERS who have agreed to use alternative screening criteria for housing applications from the AGENCY’S homeless clients. e clients must meet at least one of the definitions of “homeless” in the “DEFINITIONS” section of the PROGRAM guidelines.
- II. The AGENCY agrees to provide the PROGRAM with the documentation and reporting obligations of the PROGRAM guidelines.
- III. The AGENCY agrees to provide supportive services as outlined in the PROGRAM guidelines (either directly or through a formal contract with a qualified service provider) to the clients referred to the PROGRAM for a period of one year, or for the term of the available rental assistance/ subsidy/voucher, whichever is greater.
- IV. The AGENCY agrees to designate and make known the identity and contact information a single point of contact to serve as the AGENCY’S liaison between the PROGRAM and any HOUSING PROVIDERS with which the AGENCY has placed its clients.
- V. The AGENCY agrees to attend PROGRAM orientations and trainings as they are offered.
- VI. The PROGRAM agrees to make Risk Mitigation Funds available to HOUSING PROVIDERS who suffer damage to their property or eviction-related costs resulting from any AGENCY client referred through the PROGRAM for housing placement. The AGENCY agrees to abide by the terms of the PROGRAM’S Risk Mitigation Funds Guidelines.

VII. The AGENCY agrees to hold harmless the PROGRAM and the HOUSING PROVIDERS from liability for any breach of contract, violation of law, or tort committed by any agent, contractor, supplier or vendor of the AGENCY. The PROGRAM agrees to hold harmless the AGENCY from liability for any breach of contract, violation of law, or tort committed by any agent, contractor, supplier, or vendor of the PROGRAM.

VIII. The parties mutually agree that nothing contained in this agreement is intended to, or shall be construed in any manner as creating or establishing an employer, agency, partnership or joint venture relationship between the parties.

IX. The AGENCY agrees to participate in any inspection of the unit by the HOUSING PROVIDER, the PROGRAM, or any other entity required by the source providing any rental subsidy, assistance, or voucher.

X. The AGENCY agrees to make itself aware of and comply with, and shall cause each of its employees, contractors, subcontractors to comply with Fair Housing Law and all other applicable Federal, State, and local laws and regulations of required by any entity that will be providing rental assistance, subsidy, or voucher support to tenants served under this agreement.

XI. By signing this agreement, the AGENCY acknowledges receipt and understanding of the PROGRAM guidelines (which include definitions of specific terms related to this agreement), including Risk Mitigation Funds guidelines.

XII. The representative signing this agreement on AGENCY'S behalf warrants their authority to bind the AGENCY to all the terms outlined herein.

(Participating Agency Name)

(Participating Agency Executive Director/CEO Name)

X _____
(Participating Agency Executive Director/CEO Signature)

Date _____

(HousingCLT Director Name)

X _____
(HousingCLT Director Signature)

Date _____