

**Spokane City-County Continuum of Care  
and  
Collaborative Applicant  
Memorandum of Understanding**

**1. PREAMBLE**

The Spokane City-County Continuum of Care is a membership-based organization comprised of a variety of stakeholders from service providers, government entities, healthcare providers, business partners, research institutions, etc., who are committed to preventing and ending homelessness through the design and implementation of plans, which are consistent with local, state, and federal policies. In the spirit of collaboration, the Spokane City-County Continuum of Care Board (hereby known as the Board) and the designated Collaborative Applicant; the City of Spokane (hereby known as the CA), have agreed to enter into this Memorandum of Understanding ("MOU") to document each party's duties and responsibilities and to ensure that the same are successfully executed.

The City of Spokane as a Unified Funding Agency (UFA) (§ 578.11) is a Collaborative Applicant selected by the Board (and approved by HUD) to apply for, receive, and distribute funding for all projects in a CoC. The UFA is the sole grant recipient for the CoC; HUD signs a grant agreement with the UFA and the UFA signs separate grant agreements with each subrecipient carrying out the CoC-funded projects.

The CoC Board approves all requests for funding. After the CoC's approval by vote, The CoC Board approves all requests for funding approval. After the CoC's approval by vote, the CHHS Director will process the request for funding approval consistent with Section 38 of the City of Spokane Charter.

The CoC and the CA ("the parties") will work together to ensure that the CoC achieves its strategic goals and to provide the support mutually agreed by the parties as required for various committees, workgroups, and the like bodies defined in the CoC Governance Charter or requested by the CoC Executive Board. Directors.

The parties commit to timely responses, open communication throughout the community planning bodies, and collaborative work strategies in the completion of tasks necessary to ensure efficient operations of the CoC and the Collaborative Applicant. The CoC is committed to supporting the CA in any capacity needed to effectuate the Scope of Work as outlined in Exhibit A.

## 2. PURPOSE

This MOU sets forth the terms, conditions, and expectations the Spokane Continuum of Care (CoC) has for the City of Spokane in the performance of its duties and responsibilities as the Collaborative Applicant.

## 3. KEY STAKEHOLDERS AND TERMINOLOGY

- A. Department of Housing and Urban Development (HUD)  
HUD is the federal government agency that implements and regulates the Continuum of Care program under the terms of 24 CFR Part 578 (Interim Rule).
- B. Spokane City-County Continuum of Care (Board)  
The CoC is a membership-based organization comprised of a variety of stakeholders committed to preventing and ending homelessness through design and implementation of plans, which are consistent with local, state, and federal policies.
- C. Collaborative Applicant (CA)  
The CA is an eligible applicant designated by the CoC to collect and submit all required CoC application information for all projects selected for CoC funding; and apply for planning funds on behalf of the CoC.
- D. HUD Planning Grant (Planning Grant)  
The Planning Grant is entered into by the CA with HUD to provide funding for carrying out the responsibilities of the CA.
- E. Emergency Solutions Grant (ESG)  
The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended the McKinney-Vento Homeless Assistance Act, revising the Emergency Shelter Grants Program in significant ways and renaming it the Emergency Solutions Grants (ESG) program. The ESG Interim Rule took effect on January 4, 2012. The change in the program's name, from Emergency Shelter Grants to Emergency Solutions Grants, reflects the change in the program's focus from addressing the needs of homeless people in emergency or transitional shelters to assisting people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.
- F. CoC Board (Board)  
The Board is the governance body of the CoC under the terms of its Governance Charter. The Board may delegate specific responsibilities

under this MOU to its Executive Committee, the Planning and Implementation Committee, or other committees and workgroups.

**G. CoC Executive Board (Executive Board)**

Pursuant to the Spokane City-County CoC Governance Charter, the Spokane City-County CoC Executive Board is responsible for a variety of tasks that support the Board, Subrecipients, and oversight of the CA that includes

- i. Development and execution of the MOU; and
- ii. Monitoring and oversight of the CA; and
- iii. Overseeing a competitive process for selection of the CA, as specified in this MOU.

**H. Planning and Implementation Committee**

This committee is comprised of the CoC Board's Executive Committee, as well as the Chairs from the CoC sub-committees, who act as key advisors (not Board Members) and inform the community's strategic response to end homelessness for all populations. The Committee is tasked with being responsive to system needs, supporting best practice shifts and program design, and making researched and validated recommendations to the Board.

**4. RESPONSIBILITIES OF THE COLLABORATIVE APPLICANT**

The CA will assume responsibility for collaborative applicants under the Interim Rule. The specific responsibilities as they apply to the Spokane City-County CoC detailed in Exhibit 1.

**5. COLLABORATIVE APPLICANT AND SUBRECIPIENT PERFORMANCE REPORTING AND OVERSIGHT**

The CA will provide verbal reports to the Executive Board on progress on/ or barriers to achieving objectives identified in Exhibit 1, as required, at each working group meeting.

Written reports will be submitted to EXECUTIVE BOARD in January and June of each calendar year. Written reports will be jointly prepared by the CA and the EXECUTIVE BOARD, the reports will include:

- i. A retrospective assessment of recent accomplishments and challenges; and
- ii. Any Recommended changes to the Scope of Work (Exhibit 1).

- b. The CA will assist the Board in organizing quarterly updates from the Subrecipients. These reports will, at minimum, capture:
  - i. Current spending trends; and
  - ii. The total number of households currently enrolled; and
  - iii. The total number of households exited and their destinations.

These written reports will be posted to the CoC website for public transparency. The CA Subcommittee will notify the CA in writing of any performance deficiencies and will work with the CA to develop corrective action plans with timelines to correct such deficiencies.

## **6. TERM**

- a. The parties acknowledge that this MOU authorizes the CA to enter into Planning Grants with HUD during the term of the MOU.
- b. This MOU shall commence on January 1, 2023 and shall continue for four (4) years until December 31, 2027 unless this MOU is terminated sooner as permitted under this MOU.
  - i. On or prior to one year prior to the MOU expiration date, the Board must provide written notice to the existing CA if it elects to conduct a competitive process to determine the next CA. If the Board fails to provide such written notice, then the term of this MOU will automatically extend for an additional four (4) year period.
  - ii. If the Board through its oversight process determines that the CA has not satisfactorily corrected material performance deficiencies under a written corrective action plan within the specified timelines, the Board may terminate this MOU with written notice to the CA.
  - iii. Should this MOU be terminated before the expiration date for any reason by the Board, the CA will be allowed to fulfill its obligations under its existing Planning Grant. The MOU termination date will coincide with the expiration date of the Planning Grant occurring immediately following the date of the notice plus one year.
  - iv. The CA may terminate this MOU for any reason by giving the Board one (1) year prior written notice. In this case, the termination date will coincide with the expiration of the Planning Grant occurring immediately following the date of the notice plus one year.
  - v. Upon termination for any reason, the CA 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, this excludes confidential City information) to the successor entity. This transition will also include a formal training period, which will be determined by available staffing and a term which will be negotiated by the parties involved, to facilitate

the successful transfer of information with minimal disruption to the CoC and the CA.

## **7. MODIFICATIONS AND OTHER PROVISIONS**

- a. Modifications
  - i. Either party may request modifications to this MOU. Any changes, modifications, revisions, or amendments (other than changes to Exhibits as noted below) to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- b. Modifications to Exhibits
  - i. If the EXECUTIVE BOARD and the CA agree, modifications to Exhibits do not require a formal revision to the MOU. Changes to the revised Exhibit(s) will be documented in the minutes of the EXECUTIVE BOARD along with the effective dates of such changes. The Board will be informed of such changes through the EXECUTIVE BOARD report process.
- c. Compliance with Applicable Laws
  - i. The parties shall always comply with all applicable laws, federal and state, county, municipal statutes, ordinances, and regulations relating to this MOU, or which may affect the performance of this MOU.
- d. Indemnification
  - i. Each party 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 of its respective officers, agents, directors, and employees to the extent allowable by law; and (b) its breach or alleged breach of this MOU.
- e. Liability
  - i. No officer, member, official, or agent of the CoC or the CA shall be personally liable in connection with this MOU.

**SPOKANE CITY-COUNTY CONTINUUM OF CARE  
COLLABORATIVE APPLICANT  
SCOPE OF WORK – EXHIBIT 1**

**COLLABORATIVE APPLICANT INFORMATION**

Collaborative Applicant City of Spokane (known hereafter as the “City”)  
Term of Contract: January 1, 2023 – December 31, 2027

**COLLABORATIVE APPLICANT CONTACT INFORMATION**

**CHHS Housing Intervention Program Manager**

RaMona Pinto

Office Phone: 509-625-6053

Email: [rpinto@spokanecity.org](mailto:rpinto@spokanecity.org)

Mailing Address: 808 W Spokane Falls Blvd Spokane WA 99201

**CHHS Program Professional**

Kimberly Babb

Office Phone: 509-625-6048

Email: [kbabb@spokanecity.org](mailto:kbabb@spokanecity.org)

Mailing Address: 808 W Spokane Falls Blvd Spokane WA 99201

**CHHS Director**

Jenn Cerecedes

Office Phone: 509-624-6055

Email: [jcerecedes@spokanecity.org](mailto:jcerecedes@spokanecity.org)

Mailing Address: 808 W Spokane Falls Blvd Spokane WA 99201

Sub-contracted partner agencies – indicate “Not Applicable” if none.

Agency Name – Not Applicable

**BASIC SCHEDULE OF OPERATIONS**

Site Address: 808 W Spokane Falls Blvd  
Spokane WA 99201

**DAYS OF OPERATION**

8:00 AM – 5:00 PM, Monday through Friday except designated City Holidays or when City Hall is closed.

## **Major Deliverables & Activities**

While all activities described are key to the success of the continuum, the responsibilities below are ordered by priority.

Mandatory Activities and Deliverables (this section will be in force for the full term of the MOU)

1. The Collaborative Applicant (CA) is responsible for the activities and deliverables outlined in this section. The CoC Governance Charter may establish processes that the CA must follow when carrying out these activities. The current CA oversight body is designated as the Executive Board. CoC HUD Application: The CA is responsible for collecting and submitting all components of the HUD application in accordance with the HEARTH Act and annual HUD NOFA guidelines. The CA will manage and complete required activities. Components of this work are driven by HUD requirements and generally include:
  - a. Registration
  - b. Consolidated Application
    - i. CoC Application
    - ii. CoC Priority Listing
  - c. Grant Inventory Worksheet
  - d. Housing Inventory Chart
  - e. Planning Grant Application
2. CoC Program Compliance and Performance: The CA shall monitor and review Spokane HUD funded CoC programs that are not granted directly to the CA for compliance and performance. Components of this work will be strategically outlined in the annual workplan established by HUD, the CA and the CA oversight body, and will generally include:
  - a. Monitoring will occur through methods approved by the appropriate CoC group as determined by the HUD and the CoC Charter, and will focus on compliance with the following:
    - i. HUD terms and conditions.
    - ii. HEARTH regulations.
    - iii. NOFA-specific terms and conditions.
    - iv. Spokane City/County CoC Written Standards, which includes specific performance targets by program type.
    - v. Agency financial health.
    - vi. HUD match requirements.
    - vii. Any additional compliance or performance requirements otherwise adopted by the CoC or CoC Board.
  - b. The CA, in collaboration with the CoC Board, will facilitate the process to act against poor performers or agencies out of compliance, which may result in the removal and reallocation of funding based on compliance or

performance reviews. The CA will apprise the CoC prior to any adverse actions taken. The Board oversees all compliance and performance.

3. CoC System Compliance, Performance and Planning: The CA will facilitate the community's plan for implementing a prevention, housing and service system that helps prevent homelessness whenever possible, and meets the needs of the homeless individuals, youth and families. The CA will ensure the CoC complies with system-wide HUD requirements, as well as lead plans for improving system-wide performance. Components of this work will be strategically outlined in the annual workplan established by the CA and the CA oversight body, and will generally include:
  - a. Supporting the Point-In-Time Count including integration with CMIS.
  - b. Providing information required to complete jurisdictional Consolidated Plans.
  - c. Consulting with State and local government Emergency Solutions Grants (ESG) program recipients within the Continuum 's geographic area on the plan for allocating ESG program funds and reporting on and evaluating the performance of ESG program recipients and subrecipients.
  - d. Sharing results and comparing the annual Spokane City-County CoC Debrief of NOFA Application with prior years with the CA oversight body.
  - e. Providing data analytics support to advance Spokane's ability to operate a data driven and performance-based system.
  - f. Administer a process for identifying new projects for CoC Funding.
  - g. Manage the process for ensuring the community's written standards and program models chart is up to date.
  - h. Apply for grants on behalf of CoC with CoC Board Approval, such as the Youth Homeless Demonstration Project.
4. CoC Capacity Building: The CA must provide in-depth capacity building and technical assistance to Spokane City-County CoC grantees in areas that received less than the maximum number of points thus maintaining a high-performing status. Components of this work will be strategically outlined in the annual workplan established by the CA and the CA oversight body, and will generally include:
  - a. Trainings.
  - b. Technical Assistance for underperforming agencies.
5. CoC Communications: The CA will carry out necessary activities related to facilitating communication on behalf of the CoC to facilitate the activities outlined in this Exhibit. Components of this work will be strategically outlined in the annual workplan established by the CA and the CA oversight body, and will generally include:
  - a. Maintain a contact list of all CoC members.
  - b. Maintain a dedicated webpage for the CoC and ensure it is readily accessible to the CoC, Committee Leadership and the general public.



- c. Develop and distribute an invitation for new members to join the CoC at least annually.
- d. Drafting and sending letters of support for agencies upon request, following a protocol approved by the CA oversight body (requires a two-week window).
- e. Drafting and sending relevant communications on behalf of the CoC at the request of the CoC Board or any of its committees. No marketing materials.

6. CoC Governance and Implementation Support: The CA will help support the CoC, and the Board. Components of this work will be outlined in the Five (5) Year Plan and Governance Charter established by the CA and the Board and will generally include:

- a. All CoC Meetings: The CA will coordinate all full membership/Stakeholders CoC meetings once per year.
- b. CoC Board, Committees, Subcommittees. The CA will support, with the assistance of the Board, the CoC Board, Committees and Subcommittees. Selection of those Sub-Committees will be determined by the CoC and the CA.
- c. The CA will co-lead the overall CoC and provide leadership support. This includes supporting work groups, task forces, committees, and subcommittees. Selection of those groups will be determined by the CoC and the CA.
- d. Lived Experience Groups. The CA will provide support to lived experience groups. Selection of those Sub-Committees will be determined by the CoC and the CA.

### **Annual Planning**

On an annual basis, the CA oversight body will work with the CA to develop strategic goals for the CA's mandatory activities listed above and include it in an annual work plan.

### **Accountability**

At minimum, twice annually, the CA will meet with the CA oversight body and submit a report per the template approved by the oversight body. At least once annually, the CA will work with the oversight body to survey constituents throughout the CoC to identify areas of exemplary CA performance as well as areas that require improvement of the CA. The oversight body can request that the CA receive technical assistance to address any areas requiring improvement.

In Witness Whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

  
\_\_\_\_\_

Executive Director/CEO Collaborative Applicant

1-25-2023

Date

 Dale Briese  
\_\_\_\_\_

Chair Spokane City-County CoC

1-25-2023

Date

Spokane City-County Continuum of Care  
HMIS Lead Agency

Memorandum of Understanding

**1. PREAMBLE**

The Spokane City-County Continuum of Care (the “Spokane CoC”) is a membership-based organization comprised of a variety of stakeholders from service providers, government entities, healthcare providers, business partners, research institutions, etc., who are committed to preventing and ending homelessness through the design and implementation of plans, which are consistent with local, state, and federal policies. In the spirit of collaboration, the Spokane CoC and the City of Spokane designated as the “HMIS Lead (CMIS)” and under the supervision of the Community Housing and Human Services Department (CHHS) have agreed to enter into this Memorandum of Understanding (“MOU”) to document each party’s duties and responsibilities and to ensure that the same are successfully executed.

The Spokane CoC and the HMIS Lead (CMIS) (collectively, “the parties”) will work together to ensure that the Spokane CoC achieves its strategic goals and to provide the support mutually agreed by the parties as required for various committees, workgroups, and the like bodies defined in the Spokane CoC Governance Charter or requested by the Spokane CoC Board of Directors.

The parties commit to timely responses, open communication, and collaborative work strategies in completing tasks necessary to ensure efficient operations of the Spokane CoC and the HMIS Lead.

**2. BACKGROUND**

The Spokane City/County Continuum of Care was created in 2016 to meet the Department of Housing and Urban Development’s (HUD) requirements for a regional Continuum of Care;

The City of Spokane Community, Housing & Human Services Department agreed to serve as the collaborative applicant for the CoC under a separate memorandum of understanding;

Whereas HMIS Lead (CMIS) has operated the HMIS program in the region since 1998; and

Whereas the HUD regulations require, that, the Continuum of Care must:

(5) In consultation with the collaborative applicant and the HMIS Lead (CMIS), develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with subpart B of this part, with HMIS requirements as prescribed by HUD, and the specific responsibilities identified in the CoC and CMIS Committee portions of this document.

(b) Designating an operating a HMIS (CMIS). The Continuum of Care must:

- (1) Designate a single Homeless Management Information System (CMIS) for the geographic area;
- (2) Designate an eligible applicant to manage the Continuum's HMIS (CMIS), which will be known as the CMIS Lead or CMIS Administrator;
- (3) Review, revise, and approve a privacy plan, security plan, and data quality plan for the CMIS;
- (4) Ensure consistent participation of recipients and sub-recipients in the CMIS; and
- (5) Ensure the CMIS is administered in compliance with requirements prescribed by HUD.

Federal Register | Vol. 77, No 147 | Tuesday, July 31, 2012 / Rules and Regulations Subpart B— Establishing and Operating a Continuum of Care§ 578.7 Responsibilities of the Continuum of Care

### 3. PURPOSE

This MOU sets forth the terms, conditions, and expectations the Spokane Continuum of Care (CoC) has for the City of Spokane in performing its duties and responsibilities as the HMIS Lead agency.

### 4. KEY STAKEHOLDERS AND TERMINOLOGY

a. Department OF Housing and Urban Development (HUD)

HUD is the federal government agency that implements and regulates the Continuum of Care program under the terms of 24 CFR Part 578 (Interim Rule). The U.S. Department of Housing and Urban Development (HUD) requires Continuums of Care (CoCs) to designate an eligible applicant to manage the CoC's Homeless Management Information System (HMIS), known as the "HMIS Lead" (CMIS).

b. Spokane City-County Continuum of Care (CoC)

The CoC or "Spokane CoC" is a membership-based organization comprised of various stakeholders committed to preventing and ending homelessness through the design and implementation of plans, consistent with local, state, and federal policies.

c. HMIS Lead (CMIS)

The HMIS Lead locally known as the Community Management Information System Lead (CMIS) is an eligible applicant designated by the CoC:

- i. To be responsible for the overall management of the CoC's HMIS (CMIS) implementation.

d. HMIS CoC Program Funds

The HMIS CoC program funds are allocated to the HMIS Lead (CMIS) to provide funding for carrying out the responsibilities of the HMIS Lead. If the CoC has an HMIS grant, only the HMIS Lead (CMIS) can apply for the grant. The requirement was established in the CoC Program interim rule [24 CFR 578.7(b)(2)] and Emergency Solutions Grant (ESG) Program interim rule [24 CFR 576.107(a)(1)(x)].

e. CoC Board (Board)

The Board is the governance body of the CoC under the terms of its Governance Charter. The Board may delegate specific responsibilities under this MOU to its Executive Committee, the System Operation and Performance Committee, or other committees and workgroups.

f. CMIS Committee

A committee established to assist with planning, advisement and evaluate the HMIS Lead (CMIS).

g. HMIS Governance, Privacy and Security and Data Quality and Functionality

HMIS governance describes the general decision-making structures and operations requirements that form the basis of the HMIS activity within the CoC per the CoC Program interim rule and HMIS Proposed Rule. The HMIS Privacy and Security are the basic requirements around client-live data management in the HMIS systems and HMIS Data Quality and Functionality set parameters around ensuring the completeness, accuracy and consistency of data in the HMIS.

**5. RESPONSIBILITIES OF THE COC:**

- Support CMIS participation through funding considerations when deciding to fund CoC projects, giving preference to agencies/organizations that comply with CMIS participation requirements.
- Review and recommend the prioritization for the onboarding of new agencies and projects into CMIS. The CoC will take into consideration funding mandates that require participation, special initiatives, emergency needs, and alignment with existing community or existing action plans and their outcomes, goals, and objectives.
- Regularly review data quality and other reporting updates submitted by the CMIS Committee.
- Regularly monitor CMIS Lead and participating agencies for compliance.
- Ensure CoC participating agencies' participation and investment in CMIS by promoting the CMIS as the sole repository of data within the CoC.
- Ensure CoC participating agencies work with CMIS Lead staff to ensure the accuracy of all data in the system including but not limited to, the data that populates both the CoC NOFA, Point-in-Time Count, System Performance Measures Report and the Longitudinal System Analysis report.
- Review and provide input on the CMIS cost structure.

**6. RESPONSIBILITIES OF THE HMIS LEAD (CMIS) AGENCY**

- Respond to CoC and CMIS Committee concerns.
- Oversee the day-to-day administration of the CMIS program.
- Provide staffing and a budget for the operation of CMIS.
- Secure and manage contracts with the software vendor and ongoing communications.
- Ensure system integrity and availability.
- Provide effective training on software and related issues, including ethics and client confidentiality.
- Ensure expenditures of the HMIS Lead (CMIS) funded by CoC program fund are eligible in according with the Coc Program Interim Rule.

- Establish cost sharing requirements to fill in gaps in the HMIS Lead (CMIS) project revenue for non-CoC funded projects through fee for services, matching, or other cost-sharing formulas and models that are reasonable.
- Provide training to participating agencies on all funder and CoC guidelines and requirements for the collection and entry of data.
- Provide technical support to participating agencies.
- Regularly review data quality and related system metrics and provide reports to the CMIS Committee for review.
- Monitor CMIS participating agencies to ensure compliance with established CMIS policies and procedures. Report violations to the CMIS Committee for recommendation and submission to the CoC Board.
- Educate the CoC and CMIS Committee leadership to enhance their participation in and understanding, of the CMIS program.
- Maintain knowledge about program components and data usage to guide end users on program design to ensure the most efficient and accurate data is collected.
- Ensure the completeness of policies and procedures.
- Staff the CoC CMIS Committee.

#### **7. RESPONSIBILITIES OF THE CMIS COMMITTEE:**

- Assist with determining the guiding principles and vision for the CMIS program, including strategic planning.
- Assist with expanding CMIS participation and reducing reliance on 'legacy' databases, including: coordination of resources, coordination of data integration, and determination of policies and procedures.
- Advise on governing policies and procedures for the CMIS program.
- Review and provide input on the CMIS cost structure.
- Evaluate and propose modifications to CMIS program priorities, including the scope of work.
- Provide input on the minimum data requirements for CMIS participating projects.
- Define criteria, standards, and parameters, for the release of aggregate data and reports out of the CMIS.
- Advise on compliance and privacy protection provisions in the administration of the CMIS.
- Advise on CMIS trainings, including course content and training options.
- Participate in the selection of the CMIS software used by the CoC.
- Set and evaluate performance standards for CMIS Lead.

#### **8. PERFORMANCE REPORTING AND OVERSIGHT**

The HMIS Lead (CMIS) will submit reports as follows:

- a. The HMIS Lead (CMIS) will provide verbal reports to the CMIS Committee on progress on or barriers to achieving objectives at each working group meeting.
- b. Written reports will be submitted to the CoC no less frequently than semi-annually. Written reports will be jointly prepared by the HMIS Lead (CMIS) and the CMIS Subcommittee. The report will include:
  - i. A retrospective assessment of recent accomplishments and challenges

These written reports will be posted to the Spokane CoC website for public transparency. The CMIS Committee will notify the HMIS Lead (CMIS) in writing of any performance deficiencies and will work with the HMIS Lead (CMIS) to develop corrective action plans with timelines to correct such deficiencies.

## **9. TERM**

- a. The parties acknowledge that this MOU authorizes the HMIS Lead to enter into CoC program funding with HUD during the term of the MOU.
- b. This MOU shall commence on January 1, 2023 and shall continue for four (4) years until December 31, 2027 unless this MOU is terminated sooner as permitted under this MOU.
  - i. On or prior to one year prior to the MOU expiration date, the Spokane CoC must provide written notice to the existing HMIS Lead (CMIS) if it elects to conduct a competitive process to determine the next HMIS Lead (CMIS). If the Spokane CoC fails to provide such written notice, then the term of this MOU will automatically extend for an additional four (4) year period.
  - ii. If the Spokane CoC through its oversight process determines that the HMIS Lead has not satisfactorily corrected material performance deficiencies under a written corrective action plan within the specified timelines, the Spokane CoC may terminate this MOU with written notice to the HMIS Lead (CMIS). As part of the decision process, the CMIS Committee will conduct a performance review of the CMIS Lead based on metrics agreed upon by the CMIS Lead and Spokane CoC. The results of the performance review and a recommendation regarding the renewal of the MOU term will be submitted to the full Spokane CoC.
  - iii. Should this MOU be terminated before the expiration date by the Spokane CoC, the HMIS Lead will be allowed to fulfill its obligations under its existing CoC program funding. The MOU termination date will coincide with the expiration date of the CoC program funding occurring immediately following the date of the notice plus one year.
  - iv. The HMIS Lead may terminate this MOU for any reason by giving the Spokane CoC one (1) year prior written notice. In this case, the termination date will coincide with the expiration of the CoC program funding occurring immediately following the date of the notice plus one year.
  - v. Upon termination for any reason, the HMIS Lead will participate in an expedient and professional transition of data, knowledge, documents, and all other relevant information (even if not identified by name in this document, this excludes confidential City information) to the successor entity. This transition will also include a formal training period, which will be determined by available staffing and a term which will be negotiated by the parties involved, to facilitate the successful transfer of information with minimal disruption to the CoC and the HMIS Lead.

## **10. MODIFICATIONS AND OTHER PROVISIONS**

- a. Modifications
  - i. Either party may request modifications to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually

agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

b. Creation or Modifications to Exhibits

- i. If the CoC and the HMIS Lead (CMIS) agree, creating or modifications to Exhibits do not require a formal revision to the MOU. Changes to the revised Exhibit(s) will be documented in the minutes of the CoC along with the effective dates of such changes. The Spokane CoC will be informed of such changes through the Spokane CoC report process.

c. Compliance with Applicable Laws

- i. The parties shall always comply with all applicable laws, federal and state, county, municipal statutes, ordinances, and regulations relating to this MOU, or which may affect the performance of this MOU.

d. Indemnification

- i. Each party 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 of its respective officers, agents, directors, and employees to the extent allowable by law; and (b) its breach or alleged breach of this MOU.

e. Liability

- i. No officer, member, official, or agent of the CoC or the HMIS Lead (CMIS) shall be personally liable in connection with this MOU.

WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the date first referenced above.

### Signature Page

#### For Spokane City/County Continuum of Care

Signature: Dale R  
Printed Name: Dale Briesse  
Title: CoC Chair  
Address: N/A  
Phone: N/A

#### For City of Spokane

Signature: Jenn Cerecedo  
Printed Name: Jenn Cerecedo  
Title: Director CHHS  
Address: 808 Spokane Falls Blvd  
Phone: 509.625.6055