



Emergency Rental Assistance Alabama

Memorandum of Understanding

To: Baldwin County Commission, Baldwin County Emergency Rental Assistance Program

From: Emergency Rental Assistance Alabama

This Memorandum of Understanding (the "MOU"), is entered into on 2/1/2022 (the "Effective Date"), by and between Emergency Rental Assistance Alabama ("ERAA") located at 1141 Montlimar Drive, Suite 1000, Mobile, AL 36609 and Baldwin County Commission (Baldwin County Emergency Rental Assistance Program ("Baldwin County ERAP")), located at 312 Courthouse Square, Bay Minette Alabama 36507 referred to individually as ERAA and Baldwin County ERAP respectively.

1. **MISSION**

To recognize and stipulate to the guidelines established for facilitation of statewide cooperation between the ERAA and Baldwin County ERAP with specific emphasis on compliance with the anti-fraud and anti-duplication requirements of the Consolidated Appropriations Act (the "Act") adopted December 27, 2020.

2. **PURPOSE AND SCOPE**

ERAA and Baldwin County ERAP intend for this MOU to provide the structure for sharing information, to include, but not be limited to, the content, frequency, delivery method, and confidentiality requirements associated with the shared data.

3. OBJECTIVES

Shared Application Information. ERAA wishes to share the following information with the Baldwin County ERAP regarding the administration of applications for assistance from ERA Funds:

- Applications to ERAA. ERAA will provide a report regarding the status of the applications it receives for assistance from the State ERA Funds. ERAA expects this report to include a list of the eligible households that have applied for ERAA Funds, the outcome of each application, and the amount, if any, of ERAA Funds obligated and paid to each eligible rental household. The goal of this report is to equip the Baldwin County ERAP to avoid providing potentially fraudulent or duplicative assistance to the same households that receive assistance from the State ERA Funds.

Applications to Baldwin County ERAP. ERAA requests Baldwin County ERAP timely and consistently shares information with ERAA that will enable ERAA and Baldwin County ERAP to avoid providing fraudulent or duplicative assistance, including a list of the applications received for its Baldwin County ERAP Funds, whether each application was accepted or rejected.

- Specific Information Regarding Potential Fraud or Duplicative Assistance. In addition to the regular sharing of information, ERAA is prepared to coordinate with Baldwin County ERAP to share, on a mutually agreed basis, any facts or circumstances that could reasonably be considered to indicate the possibility of fraud or duplicative assistance with respect to ERA Funds. ERAA invites Baldwin County ERAP to coordinate with ERAA to develop mutually acceptable formats, privacy protections, delivery channels and data points for the timely sharing of this information.

Voluntary Undertaking; Act Requirements Govern. ERAA provides this information on a voluntary basis to inform the Baldwin County ERAP regarding ERAA's present expectations for administration of the State ERA Funds. ERAA's expectations and its administration of the State ERA Funds may change at any time without notice. ERAA invites each Baldwin County ERAP to coordinate with ERAA in mutually sharing information regarding administration of the ERA Funds in order to balance the need to

make assistance available to all eligible Alabamians as quickly as possible with the need to comply with the anti-fraud and anti-duplication provisions of the Act. ERAA believes this information is consistent with the Act, but to the extent that any of this information conflicts with the Act, the Act will govern. Baldwin County ERAP shall remain solely responsible for lawful administration of its own ERA Funds.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

The parties agree to comply with the guidelines established in the Act, with the specific intent to establish procedures for sharing program data on a pre-defined schedule. The provisions defined under the headings Confidentiality and Governing Law are agreed to be fully binding on, and enforceable, against the Parties. A binding commitment with respect to any other provisions of this MOU will result only from execution of definitive agreements, subject to the conditions contained therein.

5. CONFIDENTIALITY

ERAA AND Baldwin County ERAP, acknowledge and understand that the confidentiality of all documents shared and submitted under the terms of this MOU and all other governing entities is an essential component of the Agreement. The parties agree to establish procedures to protect, monitor and control access to all data shared, collected, or transmitted, and will not disclose any information other than to those officers, representatives, advisors, directors, and employees of the parties who require access for the purpose of performing work required under the Act.

6. LEGAL COMPLIANCE

The parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the intent of this MOU.

7. TERMS OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall run concurrently from the Effective Date and shall expire upon the completion of the program on the date established or amended by the US Treasury Department and further stipulated in the Act. Provided, however, that the

parties acknowledge the non-binding nature of this MOU and Baldwin County ERAP may cease voluntary participation thereunder at any time, and in its sole discretion, without liability for damages or penalties.

8. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the state of Alabama.


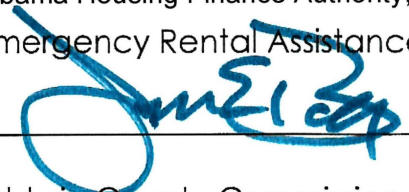
9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered by organizational email to the respective points of contact for each of the parties, in person, or by certified mail, return receipt requested, to the address set forth in this MOU, or to any address as further directed in writing by the parties.

10. AUTHORIZATION AND EXECUTION

The signing of the MOU does not constitute a formal undertaking, and as such, simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated herein.

This Agreement shall be signed by Emergency Rental Assistance Alabama - ERAA and Baldwin County Commission and shall be effective as of the date indicated below.

	<u>February 14, 2022</u>
Alabama Housing Finance Authority, by Robert Strickland, Executive Director	Date
Emergency Rental Assistance Alabama - ERAA Title	
 Chairman	<u>2/1/2022</u>
Baldwin County Commission	Date
Title	