

I, Amy T. Harvey, Deputy Town Clerk of the Town of Chapel Hill, North Carolina, hereby certify that the attached is a true and correct copy of (2024-06-12/R-2) adopted by the Chapel Hill Town Council on June 12, 2024.



This the 13th day of June, 2024.

A handwritten signature in cursive script that reads "Amy T. Harvey". The signature is written in black ink and is positioned above a horizontal line.

**Amy T. Harvey
Deputy Town Clerk**

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A REVISED MEMORANDUM OF UNDERSTANDING WITH THE ORANGE COUNTY PARTNERSHIP TO END HOMELESSNESS (2024-06-12/R-2)

WHEREAS, in April 2008, the Orange County Board of Commissioners, Chapel Hill Town Council, Carrboro Board of Aldermen, and Hillsborough Board of Commissioners endorsed the Orange County 10-Year Plan to End Chronic Homelessness and entered into a memorandum of understanding to fund a Partnership Coordinator position and support the Plan's implementation by the Orange County Partnership to End Homelessness; and

WHEREAS, in November 2014, the 2008 memorandum of understanding was revised to better reflect how the Orange County 10-Year Plan to End Chronic Homelessness had evolved and to more accurately describe the structure of the Partnership to End Homelessness and its role in coordinating homeless program services in the County; and

WHEREAS, in 2022, the Town Council authorized an update to the MOU to bring the MOU in line with the existing structure and positions of the Partnership, including a Homeless Programs Manager, a Housing Access Coordinator, and a Homeless Programs Coordinator; and

WHEREAS, in 2023, the Town Council authorized an update to the MOU; and

WHEREAS, the Partnership to End Homelessness Executive Team is recommending an update to the existing Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Mayor to execute a revised Memorandum of Understanding with the Orange County Partnership to End Homelessness, as described in the June 12, 2024 meeting materials.

BE IT FURTHER RESOLVED the Town Council intends to use some of the Town's funding allocation to evaluate the structure of the Partnership to End Homelessness and the future approach to ending homelessness in Orange County.

This the 12th day of June, 2024.

**Memorandum of Understanding between Orange County and the
Towns of Chapel Hill, Carrboro, and Hillsborough:
Orange County Partnership to End Homelessness (OCPEH)**

Whereas, in April 2008, the Orange County Board of Commissioners, Chapel Hill Town Council, Carrboro Town Council, and Hillsborough Board of Commissioners endorsed the Orange County 10-Year Plan to End Chronic Homelessness and entered into a memorandum of understanding to fund and support the Plan's implementation by the Orange County Partnership to End Homelessness (OCPEH), and

Whereas, the Partnership has made significant progress in ending and preventing homelessness in Orange County over the past sixteen years, and

Whereas, the parties to this Memorandum came together and revised this Memorandum of Understanding in 2015, and

Whereas, reflecting a combination of national best practices, national funding models, and local experience, the Orange County 10-Year Plan to End Chronic Homelessness has evolved to become an ongoing program, the Orange County Plan to End Homelessness, and

Whereas, the role of the Partnership is to implement Orange County's Plan to End Homelessness and serve as the Continuum of Care for Orange County, and

Whereas, the parties to this Memorandum understand the value of this work to each jurisdiction and accordingly intend to continue to fund and support it, and

Whereas, the initial 10-Year Plan created a body called the Executive Team, now called the Leadership Team, consisting of representatives appointed from each of the above governmental partners and a cross-section of community representation, charged with providing oversight and direction to the plan, and the parties to this Memorandum intend for the Leadership Team to continue to perform this role, and

Whereas, the parties to this Memorandum intend to continue funding the Partnership's Homeless Programs Manager and Housing Access Coordinator, and provide partial funding for the Homeless Programs Coordinator, all of whom have job responsibilities outlined in a Job Description (Attachment A), and

Whereas, in order to implement the Plan, the Partnership is providing direct service programs via pass-through funding from other sources, and

Whereas, the four elected appointees continue to recommend and serve on the OCPEH Executive Team, which shall consist of the four elected appointees, to ensure that the interests of all four funding jurisdictions are consistently represented;

Whereas, the parties to this Memorandum have determined the amount of funding to be provided by each partner by utilizing a population-based formula based on the latest Census data. Based upon the 2020 Census data, the percentage contributions, subject to each jurisdiction's approval, are as follows:

- Orange County 39.5%
- Town of Chapel Hill 39.7%
- Town of Carrboro 14.3%
- Town of Hillsborough 6.5%

The parties to this Memorandum hereby clarify the roles and responsibilities of each body as it relates to funding and oversight.

A. The Executive Team will:

1. Provide ongoing supervision of the Homeless Programs Manager (HPM) through the County Manager by:
 - i. Conducting joint annual performance reviews of the HPM with the County Manager, after gathering input from the Chair of the Leadership Team and others, as appropriate;
 - ii. Approving an annual work plan for the HPM based on the goals of the Plan, subject to final approval by the County Manager;
 - iii. Meeting with and reviewing the work plan with the HPM and the County Manager quarterly;
 - iv. Participating in interviews for the hiring of the HPM;
 - v. Making recommendations to the County Manager regarding performance concerns related to the HPM.
2. Operate its program on the same fiscal year as that operated by the Towns and County.
3. Not have supervisory authority over any Town or County staff who may be assigned to provide assistance to the Leadership Team or Executive Team.
4. Meet quarterly, with staff support, to review progress under the annual work plan.

B. Towns and the County will:

1. Provide office space and supplies for the use of the Partnership staff as needed and available.
2. Provide staff assistance as needed to support the Executive Team and Leadership Team subject to Town Manager and County Manager direction.

3. Provide an annual appointment from the elected governing bodies to the Leadership and Executive Teams.
 4. Assist with the annual implementation efforts of the Plan.
 5. Continue to support the Partnership through the responsibilities and activities outlined herein.
 6. Receive an annual report and presentation from the HPM reflective of system-level data and OCPEH programming data.
 7. Not be required or expected to continue funding Partnership staff should the funding not be available through any one or more of the other partners.
 8. Not require or suggest the HPM perform work on goals that are not in her/his work plan for the Partnership.
 9. Work with the HPM to incorporate Homeless System Gaps Analysis into County-wide housing planning and supporting data sources
- C. The Plan is understood to be a living document that the Partnership will update over time to reflect its accomplishments and the evolution of policies, evidence-based practices, and funding.
- D. This Memorandum supersedes the 2015 Memorandum of Understanding that supported the Orange County 10-Year Plan to End Chronic Homelessness. It will remain in effect for one year from the date of its adoption by all Parties. Memorandum will be renewed under one year terms until decisions regarding OCPEH governance revisions are adopted and if agreed upon by all parties. Revisions will be presented to the Executive Team for consideration no later than the final quarterly meeting of the Executive Team prior to expiration of the one year term. Any Party hereto may withdraw from the Memorandum by providing written notice to every other Party at least 6 months prior to the start of the fiscal year in which the Party wishes to withdraw.

[SIGNATURES TO FOLLOW]

Wherefore the Parties hereto have set their hands and seals on the day and dates recorded below.

ORANGE COUNTY

Jamezetta Bedford, Chair

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of said Board of Commissioners and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal this _____ day of _____, 20____.

Notary Public _____

(Notary Seal)

My commission expires: _____

TOWN OF CHAPEL HILL

Jessica Anderson, Mayor

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that he/she is the Town Clerk for the Town of Chapel Hill, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Chapel Hill, NC and attested by her as Town Clerk for the Town of Chapel Hill, NC.

Witness my hand and official stamp or seal this _____ day of _____, 20____.

Notary Public _____

(Notary Seal)

My commission expires: _____

TOWN OF CARRBORO

Barbara Foushee , Mayor

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that she is the Town Clerk for the Town of Carrboro, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Carrboro, NC and attested by her as Town Clerk for the Town of Carrboro, NC.

Witness my hand and official stamp or seal this _____ day of _____, 20____.

Notary Public_____

(Notary Seal)

My commission expires:_____

TOWN OF HILLSBOROUGH

Mark Bell, Mayor

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that he/she is the Town Clerk for the Town of Hillsborough, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Hillsborough, NC and attested by her as Town Clerk for the Town of Hillsborough, NC.

Witness my hand and official stamp or seal this _____ day of _____, 20_____.

Notary Public _____

(Notary Seal)

My commission expires: _____