

**A MEMORANDUM OF UNDERSTANDING BETWEEN THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH AND**

**CHATHAM SAVANNAH AUTHORITY FOR THE HOMELESS, INC.**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Chatham Savannah Authority for the Homeless, Inc. ("Organization") and the Mayor and Aldermen of the City of Savannah ("City").

WITNESSETH:

WHEREAS, Organization is a community-based non-profit corporation established by articles of incorporation filed with the Secretary of State providing services to the citizens of Chatham County; and

WHEREAS, Organization was founded in 1989 by the Georgia Legislature to act as a coordinating and leadership body for homeless services in Chatham County; and

WHEREAS, the Mayor and Aldermen of the City of Savannah is the governing authority for City of Savannah; and

WHEREAS, City seeks to associate with an organization to draft a long-term plan that will bring relevant stakeholders together, provide a clear path to eliminate homelessness, and reduce panhandling throughout Savannah; and

WHEREAS, City has funding available in the 2020 budget for initiatives that will reduce homelessness and panhandling throughout Savannah.

Now, therefore, Organization and City enter into this MOU for Services and agree more particularly as follows:

**SECTION 1.** Organization agrees that it shall provide, including, but not limited to, the outcome-based services outlined in Attachment A.

**SECTION 2.** City, for and in consideration of the delivery of the above described services agrees to compensate the Organization for its services based on the amounts and timelines specified in Attachment B.

**SECTION 3.** Organization agrees that subject appropriation by City shall be used only for the services outlined within this MOU. Organization will utilize City funds to perform the services outlined herein to benefit the City over and above those service levels obtained through the expenditure of other funding sources, if any. Organization will not supplant state, federal or other funding sources with City funds.

**SECTION 4.** Organization agrees to maintain a reasonable accounting system and record transactions in accordance with generally accepted accounting principles. Records of all expenditures pertaining to the funds granted under this MOU will be maintained and clearly stated so that City can determine use of funds and report any data requested about uses of the grant funds to the Governor's Office of Planning and Budget. Organization shall allow City complete access for the purposes of verifying the appropriate expenditure of funds during the term of the agreement and for three ensuing years. Organization shall provide City with the ability to make copies of or extracts from all financial and related records pertaining to the services provided to City under this MOU and shall provide City with complete access to any records documenting its service outcomes and performance measures. Such records shall be made available to City during Organization's normal business hours at Organization's office or place of business subject to three days' written notice. Organization shall maintain records together with supporting documentation for a period of three years after the termination of this agreement.

**SECTION 5.** Organization shall provide City with Service Reports under the timelines and reporting requirements outlined in Attachment C. City may retain funds until receipt of completed Service Reports. Organization agrees to make presentations to the Mayor and Aldermen of the City of Savannah, or its designee, as requested, about programs and use of City funds. Organization shall annually remit any annual audit reports or, if no audit report is available, tax returns to the City.

**SECTION 6.** Organization shall abide by all provisions of the State of Georgia's Open Record Act to the extent, if any, that the Act applies to Organization. To the extent that services are provided on behalf of the City, which results in documents or other records as defined by the Act, Organization shall be subject to disclosure required by the City pursuant to the Georgia Open Records Act. Organization shall cooperate fully with the City through the City Attorney's Office to fulfill all obligations under the Act.

**SECTION 7.** Agreement shall not constitute a waiver of the City of its right to sovereign immunity.

**SECTION 8.** Organization is an independent contractor of the City and its acts are its responsibility and may not be deemed an act of the City.

**SECTION 9.** All notice as may relate to financial and reporting matters under this contract shall be given to the City at the following address:

Mr. Glenn Hull  
Strategic Initiatives Manager  
P.O. Box 1027  
Savannah, GA 31401  
ghull@savannahga.gov

All notice as it may relate to renewal, termination, or other claims or matter, shall be brought to the attention of the Savannah City Manager at the following address:

Mr. Patrick Monahan,  
City Manager  
P.O. Box 1027  
Savannah, GA 31401  
[pmonahan@savannahga.gov](mailto:pmonahan@savannahga.gov)

All notices from the City of Savannah shall be sent to the following address:

Cindy Kelley  
Executive Director  
Chatham Savannah Authority for the Homeless, Inc.  
761 Wheaton Street  
Savannah, GA 31401  
[ckelley@homelessauthority.org](mailto:ckelley@homelessauthority.org)

This MOU will remain in effect from September 24, 2020 to September 23, 2021 unless amended or terminated at any time by the Mayor and Aldermen of the City of Savannah or Chatham Savannah Authority for the Homeless, Inc. upon ninety (90) days written notice. The performance measures (Attachment A & C) and allocation of funds (Attachment B) may need to be adjusted to accommodate the impacts of the COVID-19 pandemic for the City as well as the Organization.

**CHATHAM SAVANNAH AUTHORITY FOR THE HOMELESS, INC.**

**BY:** \_\_\_\_\_

Cindy Kelley  
Executive Director

\_\_\_\_\_

Print Name: \_\_\_\_\_  
Witness

**CITY OF SAVANNAH**

**BY:** \_\_\_\_\_

Patrick Monahan,  
City Manager

**ATTEST:** \_\_\_\_\_

Mark Massey  
Clerk of Council

**REVIEWED AND APPROVED AS TO LEGAL FORM BY:**

\_\_\_\_\_  
Bates Lovett  
City Attorney

## Attachment A

Organization agrees to:

1. Development and implementation of a marketing campaign (Give Change that Matters) with input from stakeholders including the Downtown Business Association, Downtown Neighborhood Association, SEDA, Chamber of Commerce/Visit Savannah, Tourism Leadership Council, Chatham County, the City of Savannah, and local law enforcement to reduce direct panhandling.
2. Centralize engagement and coordination of community groups, faith-based organizations, etc. (Give Help that Matters) to organize well-intentioned services such as feeding the homeless, drives for goods (socks, coats, blankets, etc.). Some are on a regular basis; others are sporadic or one-time only. While help is certainly welcomed, it often is not the right kind of help, in the right place, at the right time.
3. Provide Point in Time (PIT) Count updated for 2020.
4. Provide updated maps of the unsheltered homeless campsites, emergency shelters, and homeless service providers to the City based on the PIT Count.
5. Utilize diversified funding to increase capacity of CSAH and homeless service providers to enhance the quality of services provided to the homeless population throughout the Chatham Savannah Continuum of Care.
6. Organize CSAH as a planning organization that collaborates with relevant stakeholders to lead the effort to eliminate homelessness (i.e. separate the service provider functions).
7. Provide outreach to local churches and other interested groups as to the needs of the homeless and educate on the best practice models for distribution for long-term positive impact.
8. Develop/implement a tracking and management system that can align contributions of donations with the needs of unsheltered individuals.
9. Organize CSAH as a planning organization that collaborates with relevant stakeholders to lead the effort to eliminate homelessness (i.e. separate the service provider functions).
10. Provide outreach to local churches and other interested groups as to the needs of the homeless and educate on the best practice models for distribution for long-term positive impact.
11. Develop/implement a tracking and management system that can align contributions of donations with the needs of unsheltered individuals.
12. Support all efforts by the City, County, and other relevant stakeholders to return the Chatham Savannah Continuum of Care and Board to HUD compliance. Contract with a consultant to review and edit the 2021 HUD NOFA before submission.
13. Adhere to all federal, state, and local laws and regulations

### Attachment B

City agrees to expend up to \$50,000 for homeless reduction strategies and coordinated effort to increase efficiencies. Organization will use funds for activities to accomplish the proposed goals in the City of Savannah as outlined in Attachment A and will provide service reports as described in Attachment C.

Payment will be made when specific performance measures are completed, invoice is presented with enough documentation and approved by City leadership team as defined:

Measure	Deadline	Payment
Show proof of leverage and diversification through stakeholder funding contributions	October 1, 2020	\$25,000
Convene interested parties in discussion to develop panhandling reduction campaign		
Proof of tracking and management system to align donations		
Draft panhandling campaign and provide a copy of campaign materials with City of Savannah logo	November 1, 2020	\$15,000
Show proof of how CSAH is centralizing community efforts focused on providing services to the homeless population		
Provide the 2020 Point in Time Count, and provide an update map of all homeless camps, shelters, and service providers		
Contract with a consultant specializing in the HUD NOFA process to review and edit the 2021 community submission		
Adopt the new structure of the Chatham Savannah Continuum of Care, and Board	December 30, 2020	\$10,000
Reorganize CSAH as a planning organization that collaborates with relevant stakeholders to lead the effort to eliminate homelessness (i.e. separate the service provider functions).		

## Attachment C

Organization agrees to provide reports along with invoice to the City outlining services rendered and outputs/outcomes. Service reports will be submitted to City within thirty days of completion.

Information to be provided on the Service Report shall include:

1. Organization's name with reporting period and description of services provided
2. Provide Point in Time (PIT) Count update when available, typically completed in the first quarter of the year, to the City leadership.
  - a. Provide updated maps of the unsheltered homeless campsites to the City based on the PIT Count.
  - b. Provide a map of emergency shelters and service providers on all maps
3. Development and implementation of the marketing plan to address panhandling with critical community wide stakeholders.
  - a. Meeting notes and attendance records.
  - b. Proof of marketing materials and messaging addressed reduce the solicitation by homeless persons (panhandling) to the public and tourists, including at major intersections in Savannah.
  - c. Ensure City logo is used appropriately.
  - d. Document presentations regarding the anti-panhandling strategies.
  - e. Document distribution of the marketing materials across Savannah.
4. Leverage City of Savannah contribution to secure funding equal to or greater than \$50,000.
  - a. Show documentation of how City funds were used as match to leverage additional resources through cancelled checks, bank statements or financial statements reviewed and approved by the CSAH Board.
5. Increase capacity and coordination to manage and track donation of goods and services to and provided by Chatham Savannah Continuum of Care providers and others.
  - a. Evidence of a tracking system with records for at least one full quarter showing contributions and distribution of goods and services to at least four (4) Continuum of Care providers to include:
    - i. Organization/Group making contribution
    - ii. Item of donation i.e. boxed lunch, linens, personal hygiene, etc.
    - iii. When and Where were items distributed