



## MEMORANDUM OF UNDERSTANDING

Between

**Cobb County, Georgia**

and

**Atlanta Legal Aid Society, Inc.**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Cobb County, Georgia (“Cobb”) and Atlanta Legal Aid Society, Inc. (“Legal Aid”) regarding the provision of legal services to eligible households in Cobb County to help families at-risk of eviction remain in their homes during the COVID-19 pandemic.

### BACKGROUND

The World Health Organization declared COVID-19 a world health emergency and a global pandemic. A National Public Health Emergency was declared for the United States on March 13, 2020 and remains in place today. Even as the economy continues its recovery from the devastating impact of the pandemic, many Cobb County residents face deep rental debt and fear evictions and the loss of basic housing security.

On March 11, 2021, President Biden signed into law the American Rescue Plan of 2021 – legislation that includes up to \$21.55 billion for Emergency Rental Assistance (“ERA2”) that makes funding available to assist eligible households that are unable to pay rent or utilities. In addition, up to 10% of the ERA2 funding may be allocated to legal services or attorney’s fees related to eviction proceedings and maintaining housing stability. On June 8, 2021, the Cobb County Board of Commissioners accepted \$7,241,827.84 of ERA2 funding for these allowable uses.

Cobb Legal Aid was established in 1971 through a collaborative agreement with the Cobb County government, the Cobb County Bar Association, and Atlanta Legal Aid. A substantial amount of Cobb Legal Aid’s cases help individuals and families to avoid homelessness caused by eviction and help to improve to improve housing conditions. Since the beginning of the COVID-19 pandemic, Cobb Legal Aid has seen a sharp increase in applicants seeking assistance with eviction (28%), unemployment benefits (1200%), and domestic violence (47%).

While the current CDC eviction moratorium anticipated to end on July 31, 2021, precludes landlords from filing evictions against tenants that meet certain criteria. The existing CDC Order does not, however, relieve any individual of any obligation to pay rent, make a housing payment or comply with other obligations under a lease. Nor does the Order preclude the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment. To be able receive the protection under the Order, the tenant must have used best efforts to obtain all available government assistance for rent or housing. The Magistrate Court has already seen an increase in eviction filings.

## PURPOSE

On July 27, 2021 the Board approved a sum in the amount of \$681,925.00 for the provision of legal services to help families at-risk of eviction remain in their homes during the COVID-19 pandemic. The initial funding will allow for the provision of legal services to eligible households in Cobb County from October 1, 2021 until December 31, 2024 (“Legal Services”). Assistance, through Legal Aid, does not guarantee assistance through ERA1 administered by Cobb’s approved Cobb Service Providers.

### A. Program Description

Legal Aid shall provide legal services related to eviction proceedings and maintaining housing stability, including but not limited to the following: 1) staff a part-time Answer Clinic located in the Cobb County Magistrate Court Clerk’s office to help tenants file timely and legally sufficient answers to dispossessory cases; 2) staff an Eviction Clinic at the Courthouse to provide advice and in some cases representation to tenants appearing for dispossessory trials; 3) increase representation of tenants in dispossessory trials and other cases impacting housing stability

### B. Eligible Households

An “eligible household” is defined as a Cobb County household obligated to pay rent on a residential dwelling and at least one or more individuals meets the following criteria:

1. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic; and
2. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
3. the household is a low-income family which as of this date is defined as those families whose incomes do not exceed 80 per centum of the median income.

Household income is determined as either the household’s total income for calendar year 2020 or the household’s monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every 3 months. To verify income either of the following source documents shall be obtained:

1. For determining annual household income, a wage statements, interest statements, or unemployment compensation statements reflecting annual income for the household or a copy of the Form 1040 filed with the IRS for the household.;
2. For determining monthly income, a wage statement, interest statement of unemployment compensation statement for at least the two months prior to the application date. If the applicant qualifies based on monthly income, the household income must be reverified every three months for the duration of the assistance.
3. When the applicant lacks technological access, is impaired by disabilities, or has extenuating circumstances (such as a pending dispossessory case or other immediate need for services), the household income may be verified via written attestation.

Household income eligibility may be verified pursuant to a fact-specific proxy, such as reliance on data regarding average incomes in the household's geographic area.

### C. Process Obligations

Prior to providing Legal Services under this contract, Legal Aid shall determine that the household is an eligible household. Legal Aid shall also have a Legal Services Application form signed by those persons assisted with the funds provided herein.

### D. Supplemental Guidance from the U.S. Department of Treasury

The U.S. Department of Treasury has stated that the guidance and reporting requirements for this program will be issued on a rolling basis throughout the year. Legal Aid represents that it will become familiar with all guidance and will ensure that the ERA2 funding only be used for proper expenditures and in compliance with guidance as interpreted by Cobb.

### E. Reporting

Legal Aid agrees to participate in status calls with the County Manager and appropriate staff, as requested and at a time convenient for all parties, to discuss the status of the program, any supplemental guidance, and any other pertinent topics.

Additionally, Legal Aid agrees to provide a written quarterly report to the County Manager, with a copy to the County Attorney's Office, of the number of households assisted, the types of housing stability services provided, and the amounts of funds provided to them.

### F. Record Retention

Legal Aid agrees to maintain records regarding all services and amount of funds provided for a period of five years and agrees to provide such records to Cobb upon request.

## **FUNDING**

On June 8, 2021, the Cobb County Board of Commissioners accepted \$7,241,827.84 of ERA2 funding for allowable uses and subsequently allocated these monies for disbursement. The allocation for Legal Services will be held by Cobb and disbursed, starting October 1, 2021, to Legal Aid in equal monthly amounts upon receipt of proper monthly invoices setting forth the services provided. Funding will be available from Cobb's Federal Emergency Rental Assistance 2 Fund in the amount of \$681,925.00 which is an eligible expenditure pursuant to the Act's guidelines.

## **DURATION**

This MOU is at-will and may be modified by mutual consent of authorized officials from Cobb and Legal Aid. This MOU shall become effective upon the signature by the authorized officials from Cobb and Legal Aid and will remain in effect until modified or terminated by either party by mutual consent. In the absence of mutual agreement by the authorized officials, this MOU shall end on August 31, 2021, if not executed by the parties.

ATLANTA LEGAL AID  
SOCIETY, INC.

COBB COUNTY, GEORGIA

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Lisa N. Cupid  
Title: Chair, Cobb County Board of  
Commissioners

[Corporate Seal]

ATTEST: \_\_\_\_\_  
County Clerk's Office