

RESOLUTION NO. T-2021-11-18R:

A RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN AN AGREEMENT WITH CU AT HOME FOR INCLUSIVE EMERGENCY SHELTER

WHEREAS, Cunningham Township Supervisor's Office (CTSO) is currently working directly with 25 street homeless individuals who are at risk of exposure and/or death as winter approaches and CTSO also works with another 20-30 individuals who are experiencing episodes of lack of shelter who are at risk; and

WHEREAS, Urbana-Champaign lacks sufficient services to provide emergency housing to residents who are experiencing mental health or substance abuse issues; and

WHEREAS, the Continuum of Homeless Services Providers, of which CTSO is a member, put out a call for proposals to operate shelter services, and CU at Home responded with a proposal that has a number of government agencies and organizations collaborating to fund; and

WHEREAS, the Township Board of the Town of Cunningham approved the Town budget for fiscal year 2022, including \$100,000 in funding in "Other Grants" set side for contracting with outside agencies to extend the services of CTSO;

NOW THEREFORE BE IT RESOLVED by the Township Board of the Town of Cunningham authorizes the Township Supervisor to sign the attached agreement with CU at Home to provide Inclusive Emergency Shelter.

Approved this November 29, 2021 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

Phyllis Clark, Town Clerk

Diane Wolfe Marlin, Chair

**MEMORANDUM OF UNDERSTANDING BETWEEN CUNNINGHAM TOWNSHIP SUPERVISOR'S
OFFICE AND CU AT HOME FOR INCLUSIVE EMERGENCY SHELTER**

This Memorandum of Understanding (the “**MOU**”) is entered as of November 1, 2021, by and between CU at Home, with an address of 70 E. Washington Street, Champaign, IL and The Cunningham Township Supervisor's Office (CTSO), with an address of 205 W. Green St. Urbana, IL 61801, collectively “the **Parties.**”

WHEREAS, the Parties desire to enter into an agreement to recognize the differing roles and responsibilities for each party in collaboration on food pantry delivery service, hereby named, “Homeless Services.”

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this MOU to provide the foundation and structure for coordinating and implementing the following programs:
 - a. **Homeless Services:** Beginning in 2016, C-U at Home and other community agencies began discussions for filling a gap in winter emergency shelter services. In each of the subsequent winters in 2017-2018 and 2018-2019, C-U at Home and other partners operated an overnight shelter for homeless men. On Oct. 31, 2019, C-U at Home launched another winter season to provide a “Housing First” model for its men’s and women’s emergency shelters (in partnership with Austin’s Place) and continued this model throughout the height of Covid to May 2021. Services at the emergency shelters were reduced for the summer months due to staffing shortages and safety/monitoring concerns. This time of “service reduction” gave C-U at Home time to reflect on the “Housing First” model and its impact on the lives of its clients. Based on this strategic reflection, C-U at Home pivoted and reopened in August 2021 under a more restrictive policy leaving a critical gap in services for low-barrier programming. This decision was based on two key criteria – the safety of staff and the safety of residents in the shelter. To fill the critical gap of those in need of a low-barrier emergency shelter to survive the cold months of 2021-2022, C-U proposes opening a temporary set of second shelters.

2. **Roles and Responsibilities of CU at Home.**
 - a. **Oversight**
 - i. CU at Home agrees to cooperate with site visits with Cunningham Township, as requested, for Township staff to tour and review programs in progress.

- ii. CU at Home will use fiscal, accounting, and audit procedures that conform to accepted accounting practices and applicable statutes.
- iii. CU at Home will provide to the Township, upon reasonable notice, access to and the right to examine such books and records of CU at Home, and CU at Home will make such reports to the Township, as the Township may reasonably require so that the Township may determine whether there has been compliance with this Agreement.
- iv. No person shall be excluded from participation in programs the Township is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this MOU on the ground of race, color, national origin, sex, sexual orientation, gender identity, religion, or on any other ground upon which such discrimination is prohibited by law.
- v. CU at Home will comply with all applicable statutes, ordinances and regulations. CU at Home will not use any of these funds for lobbying purposes. CU at Home may use these funds to provide opinions on policy matters. If it is determined by the Supervisor of the Cunningham Township that any expenditure made with the funds provided under this Agreement is prohibited by law, the CU at Home will reimburse the Township any amount that is determined to have been spent in violation of the Agreement and/or grant.

b. Inclusive Shelter

- i. Program: CU at Home shall operate an inclusive shelter with the following provisions:
 - 1. There shall be two shelters: one for single residents who identify as male and one for residents who identify as female.
 - 2. Both shelters are planned to operate from December 13, 2021 through April 15, 2021.
 - 3. The shelters will be open and accessible for 12 hours overnight every day of the week with the Phoenix Center acting as a warming center when temperatures feel like single digits.
 - 4. Residents must be able to screen at all hours for intake.
 - 5. Persons experiencing medical emergencies will be referred to hospital care.
 - 6. Adequate personnel are in place at both locations to ensure the safety of residents. Personnel are overseen by a social worker who is licensed, or in the process of being licensed.
 - 7. If families with children present to any CU at Home shelter during operating hours, CU at Home staff will link the family with the

Coordinated Entry System via completion of a CES Intake sent to RPC. CU at Home will also use CTSO's diversion tool to place the family with friends/family or arrange for an overnight stay for the parents at the shelter/s and the children with Crisis Nursery.

8. For families, if all other options have been exhausted, CU at Home will arrange for housing until the next business day and then email a referral to CTSO that same evening for processing the next business day.
 9. Inclusive Shelter shall follow a Housing First model including immediate access to housing with no requirements, consumer choice and self-determination, recovery orientation, individualized and client-driven supports and social and community integration.
 10. All CU at Home staff and contractors assigned to work in the Inclusive Shelters will co-train with CTSO staff in two trainings: a Housing First and a Trauma Informed Care training. These will be arranged for, and any payment made by CTSO, as coordinated with CU at Home.
 11. CU at Home will allow CTSO to meet with residents on-site to provide support and linkages with services at a time and in a manner that works for both parties.
- ii. Governance: The Inclusive Shelter shall be overseen by a Steering Committee that includes at least one representative designated by the Executive of each funding organization, including Cunningham Township, which shall meet at least monthly with the following responsibilities:
1. Review reports (see below)
 2. Approve intake and exit policies prior to shelter opening.
 3. Approve changes in staffing or programs prior to implementation. This includes changes in hours, intake policy, exit policy, staff configurations, etc.
 4. Reflect on progress and debrief at the end of the inclusive shelter season.
- iii. Reporting: CU at Home shall report to the Inclusive Shelter Steering Committee and the CSPH meetings at least monthly the following information:
1. Daily census in the men and women's shelter including number, gender, race/ethnicity, and age.
 2. # of turn aways and unplanned exits from the shelter with reasons with demographic information.
 3. Staffing status (any vacancies, trainings attended in the last month, etc).
 4. Any days the shelter was closed and why.

- iv. Data: CU at Home shall enter all consenting residents of the Inclusive Shelter into the County Wide HMIS system shared at least with Cunningham Township so that residents may become eligible for other homeless services. Every resident shall be asked for consent, and consent will be shown by signing the HMIS agreement.
- v. Branding: Cunningham Township as a partner in Inclusive Shelter shall be included on all promotional materials, including the website, related to the Inclusive Shelter.
- vi. Tracking and Invoicing: CU at Home shall invoice Cunningham Township monthly at the rate of \$5,000 per month for the shelter plus any short term emergency family stays of residents referred to Cunningham Township for further emergency services.

3. Roles and Responsibilities of The Cunningham Township Supervisor's Office (CTSO)

a. Financial Support:

- i. Cunningham Township shall pay CU at Home based on monthly invoices the rate of \$5,000 per month towards any expenditures specifically related to the operation of the Inclusive Shelter as defined above. The total amount shall not exceed \$25,000 (5 months) plus the cost of short term emergency family stays of residents referred to Cunningham Township for further emergency services.

b. Training Support:

- i. Cunningham Township shall arrange and pay for joint Housing First and Trauma Informed Care training attended by all Inclusive Shelter staff and contractors.

c. Family shelter:

- i. CTSO will notify CU at Home when CTSO has no additional emergency housing capacity for families.

- 4. **Term.** This Agreement shall commence as soon as the Inclusive Shelter formally opens and end whenever the Inclusive Shelter closes or June 30, 2021, whichever comes first.
- 5. **Supercession.** This MOU supersedes any prior agreements.
- 6. **Termination.** The MOU may be terminated by Township upon a 7 day notice in writing to CU at Home. If the MOU is terminated for failure of CU at Home to comply with the covenants and conditions set forth herein, CU at Home will be given the opportunity in those 7 days to comply with the covenants.
- 7. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

8. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
9. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
13. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split any costs associated with such. Any outcomes of meditation shall be in writing and binding on the parties.
14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
15. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

CU at Home

Signed: _____

By: _____

Date: _____

Cunningham Township Supervisor's Office

Signed: _____

By: _____

Date: _____