

**Resolution No. T-2022-11-021R:
A Resolution Authorizing the Cunningham Township Supervisor to Sign a Memorandum of Understanding with Champaign Urbana Public Health District and Cunningham Township to Fill Emergency Housing Gaps**

WHEREAS, Urbana-Champaign is experiencing a higher than average number of homeless families, including families sleeping in cars and unsafe conditions; and

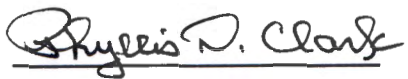
WHEREAS, Urbana-Champaign is starting to experience freezing temperatures; and

WHEREAS, lack of emergency housing is a public health crisis that CUPHD has an interest in addressing by providing temporary support for emergency housing through the 2022-2023 winter season for individuals and families; and

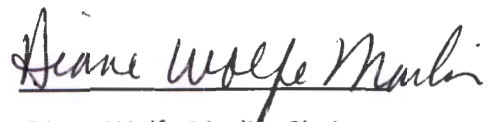
WHEREAS, Cunningham Township is one of the few organizations providing emergency housing for families and has, in response to this crisis, offered to expand their capacity to shelter families over the 2022-2023 winter season; and

NOW THEREFORE BE IT RESOLVED by the Township Board of the Town of Cunningham that the Resolution authorizing the Township Supervisor to sign the attached agreement with the Champaign Urbana Public Health and to execute any necessary agreements to administer the program.

Approved this November 14, 2022 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.



Phyllis Clark, Town Clerk



Diane Wolfe Marlin, Chair

AYES:

NAYS:

ABSTENTIONS:



**MEMORANDUM OF UNDERSTANDING BETWEEN
CHAMPAIGN URBANA PUBLIC HEALTH DISTRICT AND CUNNINGHAM TOWNSHIP TO FILL
EMERGENCY HOUSING GAPS**

This Memorandum of Understanding (the “**MOU**”) is entered as of November 16, 2022, by and between Cunningham Township with an address of 205 W. Green St., Urbana, IL 61801 and The Champaign Urbana Public Health District, with an address of 201 W. Kenyon Road, Champaign 61820, 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 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.

- a. The Parties intend for this MOU to provide the foundation and structure for coordinating and implementing the winter emergency housing for individuals who can not be safely served in other shelters including families, LGBTQ+ residents with risk factors, and people with disabilities not accommodated by shelter.

2. Roles and Responsibilities of CTSO

a. Emergency Housing

i. Program:

1. CTSO shall operate up to 4 more units of emergency housing, in addition to its current 12 units of emergency housing (8 at 206 and 208 E. California Ave, Urbana and 4 in hotel rooms funded through the State of Illinois).
2. The term of reimbursement shall be from November 15, 2023 to June 30, 2023 with the intention to taper off the program after the winter months.

3. QUALIFICATIONS

- a. Is literally homeless by HUD’s Definition AND
- b. Qualifies for CTSO’s Emergency Housing for Families, but there are no vacancies at the time, OR
- c. Qualifies for Emergency Family Shelter, Roundhouse, or other family shelter but there are no vacancies at the time, OR

- d. Has a disability or medical fragility that can not be accommodated by shelter, OR
- e. Has risk factors for staying in congregate shelter (LGBTQ+, sexual assault survivor)

4. INTAKE

- a. Families are referred through the school districts/ROE
- b. Individuals are referred through area emergency shelters.
- c. Residents shall be screened for program qualification.

5. SERVICES

- a. Short term emergency housing, case management, emergency food support, transportation support, support applying for General Assistance or Rental Assistance, support applying for and locating permanent housing options, support requesting vital documents, support obtaining child care, connection to substance abuse or mental health counseling, referrals to other support such as CUPHD, Medicaid, SNAP and TANF.

- ii. Reporting: CTSO shall report to CUPHD and the CSPH meetings at least monthly the following information:
 - 1. Brief report on progress
 - 2. Daily census count
 - 3. # of turn aways during the month and reasons
 - 4. # unplanned exits and reasons
 - 5. # successful transitions to more stable housing.
- iii. Data: CTSO shall enter all residents of Emergency Housing into the County Wide HMIS system so that residents may become eligible for other homeless services.
- iv. Branding: CUPHD as a funding partner shall be included in all press releases and promotional materials for the program.
- v. Tracking and Invoicing: CSTO shall invoice CUPHD on a monthly basis for reimbursements for costs, providing an itemization broken down by hotel costs, any damages, staff compensation (including benefits), food, and supplies.

b. Oversight

- i. CTSO agrees to cooperate with site visits with CUPHD, as requested, for CUPHD staff to tour and review programs in progress.
- ii. CTSO will use fiscal, accounting, and audit procedures that conform to accepted accounting practices and applicable statutes.

- iii. CTSO will provide to the CUPHD, upon reasonable notice, access to and the right to examine such books and records of CTSO, and CTSO will make such reports to the CUPHD, as the CUPHD may reasonably require so that the CUPHD may determine whether there has been compliance with this Agreement.
- iv. No person shall be excluded from participation in programs the CUPHD 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 or by ordinance.
- v. CTSO will comply with all applicable statutes, ordinances and regulations. CTSO will not use any of these funds for lobbying purposes. CTSO may use these funds to provide opinions on policy matters. If it is determined by the Administrator of the CUPHD that any expenditure made with the funds provided under this Agreement is prohibited by law, then CTSO will reimburse the CUPHD any amount that is determined to have been spent in violation of the Agreement and/or grant.

3. Roles and Responsibilities of CUPHD

a. Financial Support:

- i. CUPHD shall reimburse CTSO based on monthly invoices listing expenditures related to the operation of Emergency Housing as defined above. The total amount shall not exceed \$65,000.

- 4. **Term.** This Agreement shall commence on November 15, 2022 and end June 30, 2023.
- 5. **Supercession.** This MOU supersedes any prior agreements.
- 6. **Termination.** The MOU may be terminated by CUPHD upon a 7 day notice in writing to CTSO. If the MOU is terminated for failure of CTSO to comply with the covenants and conditions set forth herein, CTSO 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:

CTSO

Signed: _____

By: _____

Date: _____

CUPHD

Signed: _____

By: Julie Pryde, Public Health Administrator

Date: _____