

MEMORANDUM OF UNDERSTANDING CITY OF APPLETON AND PILLARS, INC.

I. THE PARTIES

- 1.01 The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911 (“City”).
- 1.02 Pillars, Inc., a Wisconsin nonprofit corporation, doing business at 605 East Hancock Street, Appleton, Wisconsin 54911 (“Pillars”).
- 1.03 Collectively the City and Pillars shall be known as “the Parties”.

II. THE RECITALS

WHEREAS,

- 2.01 Pillars provides shelter, support, and solutions to address the housing needs in the community.
- 2.02 The City desires to provide Pillars with financial support to address housing needs within the community.
- 2.03 The Parties desire to memorialize the terms and conditions of their anticipated collaboration.
- 2.04 The Parties desire to enter into an agreement to assist in funding Pillars’ Winter Shelter Overflow Program (“Project A”).
- 2.05 The Parties desire to enter into an agreement to assist in funding Pillars’ Seven Days Service (“Project B”).
- 2.06 The City will financially support Pillars in an amount not to exceed \$287,606.88 for eligible activities herein described (“objectives”).

III. THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained here, the Parties agree as follows:

- 3.01 **Project A.** The City shall provide funding, up to \$221,712 for eligible expenses, to Pillars to administer Project A.

3.01.01 **Scope of Project A.** Project A shall be structured as a Winter Shelter Overflow Program from October 15th through April 15th (same seasonal hours as regional warming shelters).

3.01.02 **General Operation.** The general operation of Project A is set forth below: Pillars will offer motel vouchers to those in the community that are experiencing homelessness who are eligible for shelter but cannot immediately get into shelter due to capacity issues. To start the program, Pillars will first review active wait lists at both shelters and then offer vouchers to those currently living in a place not meant for human habitation. Based on staffing limitations and space limitations in hotels in the area, Pillars will only offer up to six vouchers at a time (one voucher = one household). As the program continues and vouchers become available, Pillars will use vouchers with people who present to one of the Crisis Housing sites to be added to the wait list who are currently living in a place not meant for human habitation and are eligible to stay in shelter. In addition, the Pillars' Street Outreach team may refer people to open vouchers if the household is willing to actively engage on the wait list and they are eligible to stay in shelter. Pillars' goal for those being offered a voucher is to provide the household a safe place while the household is actively engaging in the wait list process so that they can eventually enter one of its two emergency shelters. All shelter rules will be in place for those staying in the motel, including any additional rules that the motel enforces. Pillars will use the Street Outreach staff to do daily check-ins (including periodic check-ins on the weekends), on those staying at the motel. Check-ins are expected to include room checks, physical health observations and mental health observations. This project aims to prevent individuals and families experiencing homelessness from sleeping in places not meant for human habitation while waiting to enter one of the shelters during the cold winter months. Once in Pillars' Shelter Programs, individuals and families receive case management services to help with securing safe, affordable, and sustainable housing, thus ending their homeless episode.

3.02 **Project B.** The City shall provide funding, up to \$65,895 for eligible expenses, to Pillars to administer Project B.

3.02.01 **Scope of Project B.** Project B will be structured as a Seven Days Service, thereby expanding hours of operations.

3.02.02 **General Operation.** The general operation of Project B is set forth below: Pillars will better serve individuals experiencing homelessness when hours of operation and access to resources are expanded to include weekends, Saturdays, and Sundays, from 8:30AM-4:00PM. This project will allow Pillars clients a safe place for respite seven days per week, which may also reduce negative interactions with law enforcement. Trained advocates will be on staff to schedule intakes for the shelters, add clients to the wait lists, refer to the Winter

Shelter Overflow Program, and engage with clients to make forward progress on their goals. In addition, Advocates will plan activities with other community organizations to keep clients engaged while also providing social interaction. Lastly, the Street Outreach Case Managers and/or the AODA Recovery Coach will be allowed to flex their weekly hours to occasionally be available for clients during these weekend hours, as appropriate. Pillars will work to coordinate volunteers to transport to the Salvation Army for lunch as often as possible.

3.03 Eligible Uses of Funding. The Parties agree that the following categories expense are eligible for funding:

- 3.03.01 Street Outreach/Case Management (previously approved activity)
Provision of street outreach, information and referrals, completed assessments, intakes, short-term case management, and services to people living in unsheltered locations, such as cars, parks, abandoned buildings, and on the streets and that are not already working with a Fox Cities Housing Coalition members for services. The Street Outreach and Case Management role will reach people who might not otherwise seek assistance or come to the attention of the homelessness service system and ensure that people’s basic needs are met while supporting them along pathways toward housing stability.
- 3.03.02 Motel Vouchers (previously approved activity)
Ensuring that individuals and families experiencing homelessness have a safe, temporary place to stay until a more permanent housing solution is identified. With colder weather upon us, City staff is working collaboratively with local agencies to ensure additional access to shelter options.
- 3.03.03 Community Development Block Grant (“CDBG”) Coronavirus U.S. Department of Housing and Urban Development-approved Annual Action Plan included the above activities (street outreach/case management and motel vouchers) as the primary use of these funds. However, related and supportive activities may also be considered for this funding, contingent on City approval. All proposed activities must reach people who might not otherwise seek assistance or come to the attention of the homelessness service system and ensure that people’s basic needs are met while supporting them along pathways toward housing stability.
- 3.03.04 The Parties acknowledge that CDBG funding has a City of Appleton residency requirement. To be eligible for funding, the Parties agree that either the household is a resident of the City of Appleton, or they are receiving services in the City of Appleton (ex. motel voucher or emergency shelter).

3.04 Funding Deadlines. The Parties agree that no later than January 11, 2024, 80% of the funding (\$230,085.50) must be spent and drawn down. The Parties further agree that no later than January 11, 2027, 100% (\$287,606.88) must be spent and drawn down.

- 3.05 **Reimbursement Deadline.** All eligible expenses are paid on a reimbursement basis only by the City of Appleton. Along with a CDBG payment request template, all reimbursement requests must submit supporting documentation for every dollar spent. For example, if funding is used to offset case manager salaries and fringe, then supporting documentation must include copies of timecards with hourly tracking.
- 3.06 **Reporting Requirements.** Pillars agrees that as a recipient of funding, they must submit an accomplishment report. This report gathers general demographic and income information on the households served during the period of time reimbursement is being sought.
- 3.07 **Publicity.** It is expected that there will be publicity regarding this project, and all publicity regarding this project must identify the City of Appleton as the sponsoring agency and must not be released without prior written approval from the City's and Pillars' authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sub-Grantee individually or jointly with others, or any subcontractor, with respect to the program, publications, or services provided resulting from this grant agreement. Use of the City logo should comply with the branding kit that is available upon request from the Community & Economic Development Department.
- 3.08 **TERM.** This Agreement shall terminate on January 11, 2027 unless otherwise agreed to in writing by the parties.
- 3.09 **Termination.** This MOU may be terminated at any time by either the City or Pillars upon 45 days written notice to the other Party.

IV. SEVERABILITY CLAUSE

- 4.01 In the event that any part of this agreement is found to be unenforceable for any reason, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.

V. INDEMNIFICATION

- 5.01 **For good and valuable consideration described and bargained for within this agreement, Pillars agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees) arising out of this agreement, caused in whole or in part by Pillars, its officers, officials, employees, agents, invitees or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of the City.**

VI. AMENDMENTS

- 6.01 This agreement may only be amended in writing and any amendment shall only be effective after it is signed by both parties to the original agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year of the last signature below.

Pillars, Inc.

By: _____
Lisa Strandberg, Executive Director

By: _____
Kathy Dean, Crisis Housing Director

City of Appleton

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami Lynch, City Clerk

Approved as to form:

Provision has been made to pay the liability that will accrue under this contract.

Christopher R. Behrens, City Attorney
CL: A22-0652.aka

Jeri A. Ohman, Finance Director