



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF APPLETON
AND
ADVOCAP, INC.**



This Memorandum of Understanding (the “MOU”) is entered into February 4, 2021 (the “Effective Date”), by and between the City of Appleton with an address of 100 North Appleton Street, Appleton, WI 54911 (“COA”) and ADVOCAP, Inc with an address of P.O. Box 1108, Fond du Lac, WI 54936 (“ADVOCAP”), collectively “the Parties.”

WHEREAS, the Parties desire to enter into an MOU to administer a Street Outreach and Case Management program, (“project”), in conjunction with the COA’s Motel Voucher program; and

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

WHEREAS, the COA will financially support ADVOCAP in an amount not to exceed \$278,909 for eligible activities herein described (“Objectives”).

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

1. **Purpose and Scope.** The Parties intend for this MOU to provide the foundation and structure for any future agreement related, but not limited to conducting street outreach, providing information and referrals, completing assessments, intakes, performing short-term case management, and providing services.

The Program will provide street outreach, case management, and referral 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 Case Manager will reach people who might not otherwise seek assistance or come to the attention of the homelessness service system and ensures that people’s basic needs are met while supporting them along pathways toward housing stability. Community Outreach will be conducted by vehicle and on foot. The Street Outreach Case Manager will work with several City of Appleton departments, including but not limited to Community and Economic Development, Health Department, Public Works, the Police Department, and the Library as well as referrals from local community partners, including but not limited to the Fox Cities Housing Coalition members.

2. **Objectives.** The Parties agree as follows:
 - a. Provide targeted street outreach to identify unsheltered homeless households living on the streets or other places not meant for human habitation.
 - b. Determine the participant’s immediate safety needs using trauma-informed approaches, crisis intervention, LGBTQ-engagement techniques, and other strategies needed for engagement.
 - c. Perform assessments and refer participants to the Coordinated Entry Specialist.

- d. Complete WIBOSCOC pre-screen forms and necessary housing assessments.
 - e. Implement Housing First philosophy, and hereby not imposing barriers to access street outreach services or the motel voucher program.
 - f. Establish working relationships with community stakeholders- law enforcement, libraries, first responders, hospitals and other healthcare providers, and faith-based organizations.
 - g. Communicate and cooperate with staff from other Fox Cities Housing Coalition programs as needed to ensure delivery of service and appropriate referrals to support homeless households obtaining stable housing and services.
 - h. Provide outreach and training to organizations regarding the services offered as requested.
 - i. Complete appropriate Homeless Management Information System (HMIS) licensing and training, and maintain throughout terms of this Agreement.
 - j. Document contacts, services, and motel voucher entries/exits into the Homeless Management Information System (HMIS) on at least a weekly basis.
 - k. Regularly attend Coordinated Entry case conferencing meetings.
 - l. The Street Outreach Case Manager position will report to management at ADVOCAP and the City of Appleton.
 - m. Work together in a cooperative and coordinated effort to bring about the achievement and fulfillment of the purpose of the MOU.
 - n. Mutually contribute and take part in any and all phases of the planning and development of the Street Outreach Program to the fullest extent possible.
 - o. Comply with State and Federal regulations.
3. **Term.** This MOU shall commence upon the Effective Date, as stated above, and will continue until January 31, 2023.
 4. **Termination.** This MOU may be terminated at any time by either Party upon 45 days written notice to the other Party.
 5. **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, or any other person, organization, or business or any law or governmental regulation.
 6. **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 MOU by the indemnifying Party, its respective successors and assigns that occurs in connection with this MOU. This section remains in full force and effect even after termination of the MOU by its natural termination or the early termination by either Party.
 7. **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.

8. **Severability.** In the event any provision of this MOU is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the MOU and all other provisions should continue in full force and effect as valid and enforceable.
9. **Waiver.** The failure by either Party to exercise any right, power or privilege under the terms of this MOU 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.
10. **Legal and Binding Agreement.** This MOU is legal and binding between the Parties as state above. The Parties each represent that they have the authority to enter into this Agreement.
11. **Entire Agreement.** The Parties acknowledge and agree that this MOU 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:

ADVOCAP, Inc

By: _____
Michael Bonertz, Executive Officer
Date: _____

City of Appleton

By: _____
Jacob A. Woodford, Mayor
Date: _____

By: _____
Kami Lynch, City Clerk
Date: _____

Approved as to form:

Christopher R. Behrens, City Attorney
Date: _____

Anthony D. Saucerman, Finance Director
Date: _____

CityLaw A21-0066