



## **EMERGENCY MEETING OF CHARLESTON CITY COUNCIL 6:30 P.M., JUNE 4, 2020**

**Dial-in information:**

**Telephone: 1-929-205-6099**

**Access Code: 530 098 477**

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation**
- 4. Update on public safety conditions**
- 5. Emergency approval of a Memorandum of Understanding between the City of Charleston and various nonprofit service providers. The MOU outlines the responsibility of the City of Charleston and the service providers in the provision of temporary shelter for persons experiencing homelessness.**
- 6. Adjourn**

# COMMITTEE / COUNCIL AGENDA

**TO:** John J. Tecklenburg, Mayor  
**FROM:** Geona Shaw Johnson      **DEPT.** Housing & Community Dev  
**SUBJECT:** MEMORANDUM OF UNDERSTANDING

**REQUEST:** Mayor and City Council approval is requested to execute a Memorandum of Understanding between the City of Charleston and various Non Profit Service Providers. The MOU outlines the responsibility of the City of Charleston and the Service Providers in the provision of temporary shelter for persons experiencing homelessness. Please see the attached Memorandum of Understanding

**COMMITTEE OF COUNCIL:** Ways and Means      **DATE:** June 9, 2020

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Housing & Cmty Deve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Geona Shaw Johnson</i>	<input checked="" type="checkbox"/>
Corporation Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Sally Haberman</i>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes  No  N/A

If yes, provide the following:      Organization Key \_\_\_\_\_      Account # 410000

Balance in Account \$40,000      Amount needed for this item \$40,000

**NEED:** Identify any critical time constraint(s).

**CFO's Signature:** \_\_\_\_\_

**FISCAL IMPACT:** \_\_\_\_\_

**Mayor's Signature:** \_\_\_\_\_  
**John J. Tecklenburg, Mayor**

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by and between the following entities, collectively referred to as the "Parties":

- **The City of Charleston**, a municipal corporation organized under the laws of the State of South Carolina; and
- **[Insert Agency Name Here]**, a private nonprofit 501(c)3 charitable organization organized under the laws of the State of South Carolina.

In order to address the unmet needs of individuals who are unsheltered in the city of Charleston, the Parties hereby enter into this cooperative agreement to accomplish the following goals:

- Providing temporary accommodations to individuals/families in the City of Charleston who are currently unsheltered.
- Providing case management/support services to those individuals/families who are provided temporary accommodations with the goal of achieving a stable housing situation.
- Providing a secure location that ensures safety to individuals/families participating in the program.
- Participate as agreed in the collection of data.
- Limit the duplication of services and collaborate with other programs wherever possible. Each entity will provide information to their clients about the services offered by other agencies and make appropriate referrals for services.

This Agreement confirms the financial and/or legal responsibility of the Parties for fees and/or costs associated with the operation of each Party's programs and services.

This Agreement will take effect on the date all signatures are acquired on this document (the "Effective Date"). The Agreement will expire on July 31, 2020. Any amendments or extensions to this Agreement must be in writing and approved by the Parties.

### 1. Services and Supplies:

- A. City of Charleston responsibilities: City, at its sole cost and expense, during the Term of this Agreement shall furnish the following services and supplies to the program participants:
  - Secure a location for the temporary accommodation of program participants and maintain relationship with location managers.
  - Provide the funds to address the costs of any rooms rented for the purpose of this program.

- Facilitate the delivery of three meals once per day, as able, to program participants (through partnership with MUSC).
  - Supply a source for COVID-19 testing of all program participants (through partnership with Fetter Healthcare), prior to participants being assigned a room.
  - Provide face masks for all program participants.
  - Provide any other duties or services as described in the “Flow of Service” attached hereto as “Exhibit A” and incorporated herein by reference.
- B. [Agency] responsibilities: [Agency], at its sole cost and expense, during the Term of this Agreement shall furnish the following services and supplies to the program participants:
- For each program participant, provide case management and related supportive services as appropriate.
  - Regular case management/supportive services provided to program participants will include the following:
    - Regular check-in phone calls to program participants; daily when appropriate and possible.
    - Conduct a housing preference assessment and provide appropriate housing leads.
    - Provide follow up and application supports as needed.
    - Address essential needs that arise, as able, and reaching out for additional support when necessary.
    - Coordinate transportation, as appropriate and necessary
  - Coordinate program participant’s health care plans which shall include medical screening, testing arrangements and symptom checks and/or assist clients in self-monitoring.
  - In cooperation with the program participant, secure permanent housing.
  - Provide supplemental food items to program participants for utilization between meals and support the City with meal delivery as a back-up.
  - Review the “Housing Program Expectations,” attached hereto as “Exhibit B” and incorporated herein by reference, with each program participant and where possible, ensure that expectations are being followed throughout the participant’s stay.
  - Provide any other duties or services as described in the “Flow of Service” in Exhibit A.

2. **Relationship of Parties.** This Agreement shall not be construed to create a partnership, employer-employee, joint venture or agency relationship between the Parties, and the Parties shall remain independent at all times.

3. **Non-Assignment Provision.** The Parties hereto will not assign or transfer or permit the assignment or transfer of this Agreement without the prior written consent of the other Party hereto.

4. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of South Carolina, without regard to its choice of law principles. In the event of a dispute between the Parties to this Agreement regarding or related to the terms and provisions contained herein, the Parties mutually agree that the sole venue for any such dispute shall be the State or Federal courts located in Charleston County, South Carolina.

5. **Indemnity.** To the extent permitted under South Carolina law and without waiving sovereign immunity, each Party agrees to be responsible for any negligent acts or omissions by or through itself or its employees and each Party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing herein will impute or transfer any such responsibility from one Party to the other.

6. **Insurance.** The Parties shall each maintain appropriate insurance and provide proof of insurance immediately upon request of the other Party.

7. **Signatures.** The undersigned individuals represent that they are authorized to sign and bind the respective Parties to this Agreement.

IN WITNESS WHEREOF, the Parties, or their duly authorized representatives, have executed this Agreement to be effective as of the Effective Date.

\_\_\_\_\_  
Mayor  
City of Charleston

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer  
[Agency]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

## EXHIBIT B

### Housing Program Expectations

I understand that I am expected to:

1. Take a COVID-19 test prior to being issued a room. If I choose not to participate in the test, I understand that I will not be assigned a room and will be removed from consideration for this program. \_\_\_\_\_
2. Wait for my COVID-19 test results. Within a few days after I am tested for COVID-19, I will receive my results. If the results are negative, I will be assigned a room. For the safety of others, if the results are positive, I will be put in isolation. Details related to this will be communicated to me as necessary. \_\_\_\_\_
3. Under no circumstances, allow any other individual into my assigned room. If I am ever found to have let someone into the building, I understand that I will be asked to leave my assigned room and will be removed from this program. \_\_\_\_\_
4. Minimize in-person contact with others whenever possible so that I reduce the risk of contracting COVID-19. \_\_\_\_\_
5. Wear a mask whenever I leave my assigned room so that I reduce the risk of contracting COVID-19. \_\_\_\_\_
6. Answer all calls to the phone in my assigned room. This is how my appointment times will be communicated to me and how I will receive daily check-ins and housing support. If I choose not to answer my phone, I understand that I may be asked to leave my assigned room and be removed from this program. \_\_\_\_\_
7. Work daily on ending my homelessness by obtaining permanent housing. I agree to do this work by engaging with my caseworker who will check on me regularly as well as on my own as I'm able. If I choose to not work on my housing situation, I understand that I may be asked to leave my assigned room and be removed from this program. \_\_\_\_\_
8. Demonstrate responsibility for myself, my children, my actions, and my housing plan. \_\_\_\_\_
9. At all times supervise my child/children and/or any minor(s) under my care and ensure that they comply with these Housing Program Expectations. I understand that no child care will be provided and I assume full responsibility for my child/children and/or any minors under my care. \_\_\_\_\_
10. Treat other guests, clients, staff, volunteers and others respectfully at all times. If I am disrespectful to others, I understand that I may be asked to leave my assigned room and be removed from the program. \_\_\_\_\_

11. Abstain from behavior that is illegal, disruptive, or unacceptable to others. Examples include: verbal, physical, or sexual harassment, threats and/or violent behavior, intentionally being nude in public areas, possessing weapons, distributing or using illegal drugs, possession of and/or use of alcoholic beverages by minors, etc. If I engage in any of these behaviors, I understand that I will be asked to leave my assigned room and removed from the program.

12. Only smoke in designated smoking areas. If I smoke in my room, I understand that I may be asked to leave my assigned room and be removed from the program.

13. Raise any concerns I have with my caseworker who will be checking in with me regularly. I understand that my caseworker will attempt to address my basic needs as they're able.

14. Keep my assigned room clean. I understand that excessive damage to my room will result in me being asked to leave my assigned room and removed from the program.

I understand that:

a. Each day I will be delivered 3 meals (breakfast, lunch and dinner) sometime between 8:00am 9:00am. Someone will knock on my door and leave the meal outside my door for me to pick up.

b. My caseworker will be checking in with me regularly via telephone or in person to assist me in working on housing and to attempt to ensure my basic needs are met.

c. I am responsible for laundering my own clothes. The closest laundromat is College Laundromat at 226 Calhoun Street.

My signature below indicates that I have read or have had read to me the Housing Program Expectations. I also understand that there may be consequences for not following through on these expectations, including removal from the program.

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_