

MEMORANDUM OF AGREEMENT
FOR
NON-CONGREGATE SHELTERING IN LUCAS COUNTY, OHIO
DURING THE COVID-19 PANDEMIC

WHEREAS the Board of Lucas County Commissioners, Lucas County Board of Development Disabilities, Lucas County Children Services, Mental Health and Recovery Services Board of Lucas County, Mercy Health North LLC, ProMedica Health System, Inc., St. Luke's Hospital, Toledo-Lucas County Homelessness Board, and the University of Toledo Medical Center (collectively, the "PARTIES") desire to work collaboratively in support of the work of the regional Hospital Multi-Agency Coordination Committee ("HMAC") for the coordination, planning and provision of non-congregate sheltering and related support services in Lucas County during the COVID-19 Pandemic;

WHEREAS, for purposes of this AGREEMENT, "non-congregate sheltering" is defined as a housing resource that quarantines or isolates individuals from each other in separate rooms each with unit-based heating ventilation and air conditioning ("HVAC"), a bed, running water, individual restroom facilities, and appropriate support services, which includes laundry, housekeeping, and meals; AND

WHEREAS, in accordance with the terms of this AGREEMENT, the PARTIES desire to provide a temporary sheltering plan for the following at-risk populations:

- | | |
|--------------|---|
| Population 1 | First Responders, Health Care Workers, Behavioral Health Service Providers, Developmental Disabilities Service Providers and Child Welfare Professionals that have been exposed to and/or tested positive for COVID-19 as a result of close personal contact with an individual exhibiting demonstrable symptoms of, or testing positive for, COVID-19. |
| Population 2 | Unhoused individuals who have: (i) demonstrable symptoms of, or have tested positive for, COVID-19; AND (ii) been recommended for quarantine or isolation by a qualified medical professional. |

THE PARTIES AGREE TO THE FOLLOWING:

Effective immediately upon execution of this AGREEMENT, the Board of County Commissioners agrees to arrange for the provision of non-congregate sheltering to Populations 1 and 2 in accordance with the terms of this AGREEMENT.

The Board of Lucas County Commissioners shall establish all necessary contract(s) with hotel proprietor(s) in Lucas County and other necessary parties for the provision of non-congregate sheltering to Populations 1 and 2; coordinate the placement of individuals from these Populations in this non-congregate sheltering; and facilitate the operation of non-congregate sheltering. The

Board of Lucas County Commissioners shall execute a contract with a single hotel proprietor in Lucas County and other necessary parties to support the demand of Populations 1 and 2. Upon eighty percent (80%) occupancy of a contracted facility, the Board of County Commissioners shall notify the PARTIES in writing. Upon written approval of the PARTIES, the Board of County Commissioners shall establish all necessary contract(s) with additional hotel proprietor(s) in Lucas County and other necessary parties for the provision of non-congregate sheltering to Populations 1 and 2 at that additional sheltering facility; provided, however, if all the PARTIES do not approve, no further contract(s) will be established nor additional non-congregate sheltering be provided under this AGREEMENT.

The Board of County Commissioners shall prepare and execute all contracts under this AGREEMENT in a timely matter and consistent with the terms of this AGREEMENT to ensure the supply of approved non-congregate sheltering supports the demand. Upon a PARTY's reasonable request, the Board of Lucas County Commissioners shall timely provide that PARTY with access to all executed contracts under this AGREEMENT.

Subject to the terms of this AGREEMENT, the PARTIES agree to split the costs of non-congregate sheltering for Populations 1 and 2 evenly, with each PARTY only responsible for its one-ninth (1/9th) share of the costs. The Board of Lucas County Commissioners shall make every effort to find the most cost-effective manner of providing non-congregate sheltering for Populations 1 and 2, including but not limited to available donation partnerships for meal preparation and delivery.

Expenses

The Board of Lucas County Commissioners shall establish a dedicated account to track all costs associated with its provision of non-congregate sheltering under this AGREEMENT. Upon a PARTY's reasonable request, the Board of Lucas County Commissioners shall timely provide that PARTY with access to all financial records associated with the dedicated account for inspection by that PARTY or its authorized representative.

The Board of Lucas County Commissioners shall invoice each of the PARTIES monthly for its respective one-ninth (1/9th) share of that corresponding month's costs of non-congregate sheltering under this AGREEMENT. The PARTIES agree to provide payment to the Board of Lucas County Commissioners within 15 days of receipt of an undisputed invoice.

The Board of Lucas County Commissioners shall make every effort to seek timely reimbursement for all costs expended for non-congregate sheltering and appropriate support services through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program or any similar and available State, County, or municipal program. Any funds eligible for reimbursement to the PARTIES through any such program shall be reimbursed to the PARTIES in proportion to the costs paid by each PARTY. This provision is intended to survive the expiration or termination of this AGREEMENT.

Shelter Eligibility

Eligibility for the non-congregate sheltering and appropriate support services under this AGREEMENT applies to any individual who satisfies the criteria for either Population 1 or 2,

regardless of the individual's jurisdiction of residence. Furthermore, no PARTY under this AGREEMENT shall discriminate in any way against any individual based upon any classification protected by Federal, Ohio or local law.

Changes in Law

In the event of any legislative or regulatory change or determination, whether federal or state, which has or would have significant adverse impact on any PARTY in connection with its performance of this AGREEMENT, or in the event that performance by any PARTY of any term of this Agreement should for any reason be in violation of any statute, regulation, or otherwise be deemed illegal, the affected PARTY shall have the right to require the other PARTIES renegotiate the terms of this AGREEMENT, such renegotiated terms to become effective not later than fifteen (15) days after receipt of written notice of such request for negotiation. If the PARTIES fail to reach an agreement satisfactory to all PARTIES within fifteen (15) days of the request for renegotiation, the PARTY requesting such renegotiation may terminate this AGREEMENT upon fifteen (15) day prior written notice to the other PARTIES or sooner if required by law.

Entirety

This AGREEMENT represents the entirety of the AGREEMENT between the PARTIES. Any modifications to this AGREEMENT shall be made in writing and agreed upon by all the PARTIES.

Duration

This AGREEMENT shall be in effect from the date of the last signature to this AGREEMENT until June 1, 2020, provided this AGREEMENT will automatically be extended from week to week thereafter, and provided further any PARTY may terminate its interest (and obligations, provided the terminating PARTY shall be responsible for obligations accrued through the effective date of its termination) in this AGREEMENT effective after June 1, 2020, upon thirty (30) days' written notice to ALL PARTIES, and upon such termination by a PARTY, the AGREEMENT shall continue with respect to all remaining PARTIES except the pro-rata share of the costs allocable to each remaining PARTY shall be divided equally among all remaining PARTIES. In any event, the AGREEMENT shall terminate upon the release of the last individual provided sheltering through this AGREEMENT, except the obligations of the PARTIES to the AGREEMENT on such termination for reimbursement of the Board of Lucas County Commissioners shall continue for each of said remaining PARTIES until they have satisfied their reimbursement obligation under this AGREEMENT.

Execution

This AGREEMENT is effective upon the execution by signing of all of the PARTIES below. This AGREEMENT may be executed by the PARTIES in one or more counterparts, any one or more signature to which may be by facsimile or PDF, each of which copies shall constitute an original copy notwithstanding that the signatures of all PARTIES are not contained on the same copy. A facsimile or PDF of any signature shall have the same force and effect as an original signature and

may be relied upon by the PARTIES and any other person as if such signature was an original signature.

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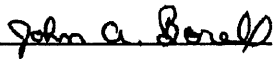

Megan Vahly Casire, County Administrator
Board of Lucas County Commissioners

Date: 04/07/2020

APPROVED AS TO FORM

JULIA R. BATES

LUCAS COUNTY PROSECUTOR

By: 
Assistant Prosecutor

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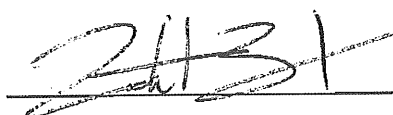
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Lori Mariucci
Lori Mariucci, Superintendent
Lucas County Board of Development Disabilities

Date: 4/6/2020

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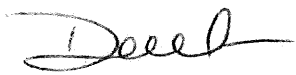
 PRESIDENT

Mercy Health North, LLC

Date: 4-6-20

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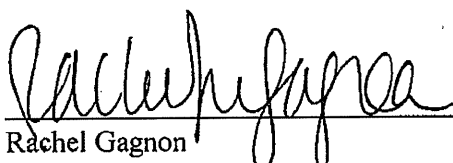


Daniel Wakeman, Pres. & CEO
St. Lukes's Hospital

Date: 4-9-2020

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Rachel Gagnon
Toledo-Lucas County Homelessness Board

Date: 4/7/2020

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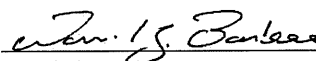
Robin Whitney

ProMedica Health System, Inc.

Date: 4-7-20

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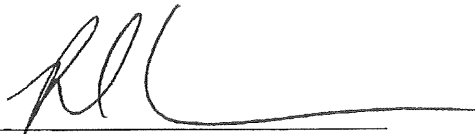
Daniel Barbee

The University of Toledo d/b/a University of
Toledo Medical Center

Date: April 6, 2020

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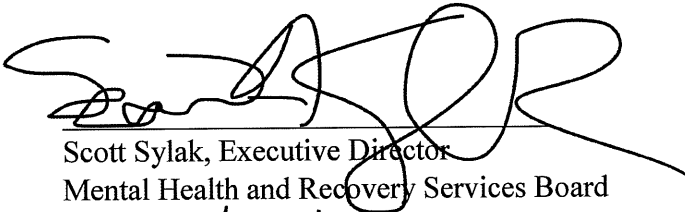
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Robin Reese, Executive Director
Lucas County Children Services

Date: 4-8-2020

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Scott Sylak, Executive Director
Mental Health and Recovery Services Board

Date: 4/7/2020