

# 2015 Emergency Solution Grants

## Emergency Shelter Facilities City of Key West

Grant Application #LPZ16



### Keys Overnight Temporary Shelter (KOTS)

Submitted By:

City of Key West  
3132 Flagler Avenue  
Key West, Florida 33040

James K. Scholl, City Manager  
305-809-3888



# Transmittal Letter





THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

April 21, 2015

Ms. Jennifer Baker  
Office on Homelessness  
Florida Department of Children and Families  
1317 Winewood Blvd.  
Building 3, Room 201  
Tallahassee, FL 32399-0700

Re: Emergency Shelter Facilities Grant

Dear Ms. Baker:

Please accept this letter of transmittal on behalf of the City of Key West for the 2015 Emergency Solutions Grants, Grant Application #LPZ16. The City of Key West requests \$75,000 in direct funding and \$3,750 for associated administrative expenses for operating its Emergency Shelter, entitled Keys Overnight Temporary Shelter (KOTS) program that primarily serves the chronically homeless in the City of Key West and the lower Keys area.

The City will use the grant to fund salaries and operating costs of the shelter. These new dollars will allow us to continue the essential services and accessibility to the users of KOTS. The City has committed in this year's Budget to fund the Shelter at \$415,332. Assistance from the State of Florida would be greatly appreciated.

The point of contact for this application is:

Carolyn Sheldon  
Senior Grants Administrator  
City of Key West  
3132 Flagler Avenue  
Key West, Florida 33040  
305-809-3741

Thank you for your consideration of this grant request.

Sincerely,

James K. Scholl  
City Manager

## Table of Contents

<u>Section</u>	<u>Page</u>
Transmittal Letter.....	3
Tab 1	
Applicant Information Request.....	6
Completeness Checklist.....	8
Tab 2	
Agency Profile (App C).....	10
Proposed Activities.....	13
CoC Certification (App E).....	19
Tab 3	
Budget and Match Forms (App F).....	53
Budget Narrative.....	54
Tab 4	
Written Standards.....	56
Tab 5	
Local Government Certification (AppG) N/A.....	95
Certification Regarding Lobbying (App H).....	96
MyFloridaMarketplace Registration.....	97
501(c)(3) – N/A.....	N/A
Lead Paint (App L).....	99







Tab 1

Applicant Information  
Request  
Completeness Checklist



## Applicant Information Request

### 1. APPLICANT INFORMATION

Name: \_\_\_\_\_ City of Key West \_\_\_\_\_

Mailing Address: \_\_\_\_\_ P.O. Box 1409 \_\_\_\_\_

City \_\_\_\_\_ Key West \_\_\_\_\_ County: \_\_\_\_\_ Monroe \_\_\_\_\_

Zip Code: \_\_\_\_\_ 33041-1409 \_\_\_\_\_ Telephone #: \_\_\_\_\_ 305.809.3700 \_\_\_\_\_

Applicant's E-mail Address: \_\_\_\_\_ csheldon@cityofkeywest-fl.gov \_\_\_\_\_

Federal Tax Identification: \_\_\_\_\_ 59-6000346 \_\_\_\_\_

DUNS Number: \_\_\_\_\_ 0798648990000 \_\_\_\_\_

### 2. PROJECT ADMINISTRATOR

Name: \_\_\_\_\_ John Miller, Executive Director \_\_\_\_\_

Mailing Address: \_\_\_\_\_ PO Box 2990 \_\_\_\_\_

City: \_\_\_\_\_ Key West \_\_\_\_\_ State: \_\_\_\_\_ FL \_\_\_\_\_ Zip Code: 33045-2990

Phone: \_\_\_\_\_ 502/876-5092 \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ ExDir.SHAL@gmail.com \_\_\_\_\_

### 3. CONTACT PERSON FOR THE APPLICATION

Name: \_\_\_\_\_ Carolyn Sheldon \_\_\_\_\_

Phone: \_\_\_\_\_ 305.809.3741 \_\_\_\_\_

Email: \_\_\_\_\_ csheldon@cityofkeywest-fl.gov \_\_\_\_\_

### 4. TARGET GROUP:

Adult \_\_\_\_\_ Youth \_\_\_\_\_ Families \_\_\_\_\_ Domestic Violence

\_\_\_\_\_ Other (specify): \_\_\_\_\_

### 5. COUNTY OR COUNTIES TO BE SERVED: \_\_\_\_\_ Key West and Monroe County, FL

\_\_\_\_\_  
\_\_\_\_\_

6. FAITH BASED ORGANIZATION?  YES  NO

7. PRIOR ESG FUNDING?(Include 2013 and 2014):  YES  NO

Amount \$54,442 Year 2013

8. TOTAL ESG FUNDS REQUESTED: \$ 78,750

Street Outreach \$ \_\_\_\_\_

Shelter Activities (Essential Services + Operations) \$ 75,000

Prevention \$ \_\_\_\_\_

Rapid Re-Housing \$ \_\_\_\_\_

HMIS \$ \_\_\_\_\_

Administration \$ 3,750

**MATCHING FUNDS:** \$ 78,750

**TOTAL PROGRAM COST** \$ 157,500

To the best of my knowledge, I certify that the information in this application is true and correct and that the document has been duly authorized by the governing body of the applicant. I will comply with the program rules and regulations if assistance is approved. I also certify that I am aware that providing false information on the application can subject the individual signing such application to criminal sanction.

Mayor, Executive Director, or Board Chairman:

Signature: *Craig Cates* *scanned signature - original to follow by mail*

Typed Name: Craig Cates

Title: Mayor

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



Completeness Checklist

Prevention and Re-Housing     Shelter Facilities     Street Outreach

Applicants must complete a checklist using this form to help assure that all required documents are contained in their grant application.

<u>Application Item</u>	<u>Complete Yes/No</u>	<u>Initial</u>	<u>Page Number</u>
1. Original Application, plus 1 copy	<u>Y</u>	<u>[Initial]</u>	<u>N/A</u>
2. Applicant Information Request	<u>Y</u>	<u>[Initial]</u>	<u>5</u>
3. Agency Profile	<u>Y</u>	<u>[Initial]</u>	<u>10</u>
4. Proposed Activities	<u>Y</u>	<u>[Initial]</u>	<u>13</u>
5. CoC Certification	<u>Y</u>	<u>[Initial]</u>	<u>19</u>
6. Budget and Match Form	<u>Y</u>	<u>[Initial]</u>	<u>53</u>
7. Budget Narrative	<u>Y</u>	<u>[Initial]</u>	<u>54</u>
8. Local Government Certification (Emergency Shelters)	<u>N/A</u>	<u>[Initial]</u>	<u>N/A</u>
9. Certification Regarding Lobbying	<u>Y</u>	<u>[Initial]</u>	<u>96</u>
10. Written Standards	<u>Y</u>	<u>[Initial]</u>	<u>56</u>
11. 501(c)(3) for nonprofits	<u>N/A</u>	<u>[Initial]</u>	<u>N/A</u>
12. MyFloridaMarketPlace Registration	<u>Y</u>	<u>[Initial]</u>	<u>97</u>





# Tab 2

Agency Profile  
Proposed Activities  
CoC Certification



### Agency Profile

1. Name and Address of Agency:

City of Key West  
P.O. Box 1409  
Key West, FL 33041-1409

Southernmost Homeless Assistance League, Inc. ("SHAL")  
P.O. Box 2990  
Key West, FL 33045-2990

2. When was your Organization established? How long has the agency worked in homeless assistance programs?

The Keys Overnight Temporary Shelter ("KOTS") was created in 2004, by the City of Key West, to provide shelter and showers for a maximum of 145 homeless adults each night. The facility is open from 6:30 pm in the evening until 7:30 am the next morning, 365 days during the year. It comprised of six temporary structures on Stock Island adjacent to the facilities operated by the Monroe County Sheriff – a trailer with showers and toilets, a trailer that serves as the women's dormitory, a trailer for laundry and administration facilities, and four, surplus Quonset huts that serve as the men's dormitories. There are two small paved areas, covered by makeshift awnings, which serve as gathering places and as dormitory space for overflow and those who will not sleep inside the dormitories.

The Southernmost Homeless Assistance League, Inc. (SHAL) began operating KOTS for the City in October 2011. Resolutions by the City Commission provide that SHAL is a contractor for the City on a month-to-month, cost-plus basis. The City provides the site, the trailers and the Quonset huts, equipment, and utilities as well as maintaining the buildings and equipment. SHAL provides the human resources to operate KOTS as well as cleaning supplies, *etc.* as a City Contract Provider. The City Manager is ultimately responsible for the operation of the KOTS and provides guidance on operations and expenditures to the Executive and Operations Directors of SHAL who provide the day-to-day management.

In contrast, SHAL also operates the Mobile Outreach Program that it initiated in 2011. This Program provides street outreach services to homeless people. SHAL directs the Program. The City of Key West is the major funding source for the Program but SHAL receives funding for other sources and could operate the Program without participation of the City if additional funding sources were procured.

The City of Key West and SHAL are considered separate members of the Monroe County Continuum of Care given that the KOTS is a City program and the Mobile Outreach Program is a SHAL program supported by the City. Each pays dues to the Continuum.

KOTS is an overnight, emergency shelter. KOTS opens at 6:30 pm every evening, 365 days per year, and users are admitted until 9 pm except in extraordinary circumstances. Users must leave by 7:30 am the next morning.



The Shelter is nearly at or over even capacity every night, with an estimated average census of about 135. Beds are reserved for working homeless, volunteers and others as well as those who help in certain other nonprofits around Key West.

3. List current staff working on homeless assistance programs. Include ratio of key staff to homeless participants:

There are ten full-time and part-time shelter attendants. We do not use volunteers as shelter attendants. We have 3 case managers: Elicia Pintabona (Head Case Manager), Channing Lamar (Employment Case Manager), Amy Yancich (Case Manager), Mike Tolbert (KOTS Manager) and John Miller (Executive Director). We have 5 staff working with about 300 homeless clients.

4. Describe how your agency uses volunteers in the program and/or how your agency collaborates with community resources.

Volunteer roles—SHAL uses a number of residents of KOTS to clean the Shelter each morning and wash and dry all the sheets, towels and blankets used. All SHAL volunteers are current residents of KOTS.

SHAL partners with many local agencies for referral of clients to appropriate services—Catholic Charities, Florida Keys Outreach Coalition, Samuel's House, AIDS Help and others; Work spaces are donated by many organizations, including the Monroe County Library, St. Mary's Soup Kitchen and others.

SHAL also hosts or provides a number of Shelter-based services, some free and some paid for by operating funds and other grants. Visiting Nurses, Monroe County Health Department and Rural Health Network provide medical care; AA meetings and smoking cessation classes are held each week; Employment counseling and job services are provided on site and at CareerSource Florida; Churches and other community groups are bringing breakfast with increasing frequency.

SHAL is an growing partner with many agencies, groups and governmental entities in the community.

5. Provide information about the board of directors and/or advisory council, such as the regularity of meetings, list of subcommittees and their involvement in the agencies activities.

The policy making board for the City of Key West is the City Commission comprised of seven elected representatives. The agenda of Commission is published one week before each session and pertinent documents are made available to the public. Members of the public have the right to attend and speak at the sessions. The City Commission meets in accordance with a published calendar, which is generally twice each month. There is no City Advisory Committee that gives input regarding the shelter.

6. How does the agency promote input on policy and participation from the homeless or formerly homeless?

The policy making board for the City of Key West is the City Commission comprised of elected representatives. The agenda of Commission is published one week before each session and pertinent documents are made available to the public. Members of the public have the right to attend and speak at the sessions. In fact, formerly homeless people have exercised their rights to speak at the meetings when issues related to homelessness are discussed.

All SHAL volunteers are current residents of KOTS.

7. Describe any prior experience with Federal or other grant funding, particularly grant funding from Department of Children and Families.

The Shelter received \$76,298 from the 2014 DCF Emergency Solutions Grant program for salaries and supplies. In 2010, the City received \$54,442 from the DCF Emergency Solutions Grant Program.

The City of Key West has extensive experience with state and federal grants from many different agencies and departments. Each year the City receives multiple grants which require administration and reporting to the funding agency.

8. Describe your participation with the Homeless Management Information System (HMIS) in your region. Include name of Lead Agency, HMIS Service Provider or Comparable Database Software.

The **Monroe County Homeless Services Continuum of Care, Inc.** is the Lead Agency (FL 604) and HMIS administrator for the CoC. The software HMIS program for the county is ClientTract. Currently, both the City of Key West and SHAL have 4 active users entering data into ClientTract. Monroe County Homeless Services Continuum of Care, Inc. manages the HMIS system for a number of member agencies using **Client Track** software. SHAL participates with the Continuum (Board Member), is very active with the HMIS meetings and the Coordinated Assessment System.

9. Is your agency is a faith-based organization? If yes, how do you separate ESG related activities from your agency's faith-based activities (i.e., spiritual counseling, worship services)?

The City of Key West is not a faith-based entity.



**Proposed Activities – Street Outreach**

1. Describe how your agency uses the Centralized Intake procedure to assess participants needs and how your agency coordinates with other service providers in your region:

Not included in this grant application.

2. Describe the procedures that will be in place to assist transitioning your clients into permanent housing:

Not included in this grant application.

3. Describe the procedure that will be used to follow-up on clients who were served and then exited the program:

Not included in this grant application.

4. Describe activities proposed for Street Outreach:

Not included in this grant application.

5. List all position titles, percentage of time and salaries of personnel that will be billed under Street Outreach:

Not included in this grant application.

6. List number of clients to be served and objectives of program:

Not included in this grant application.

### Proposed Activities – Emergency Shelter

1. Describe how your agency uses the Centralized Intake procedure to assess participants needs and how your agency coordinates with other service providers in your region:

The Southernmost Homeless Assistance League, Inc. (SHAL) began operating KOTS for the City of Key West in October 2011. Resolutions by the City Commission provide that SHAL is a contractor for the City on a month-to-month, cost-plus basis. The City provides the site, the trailers and the Quonset huts, equipment, and utilities as well as maintaining the buildings and equipment. SHAL provides the human resources to operate KOTS as well as cleaning supplies, etc. as a City Contract Provider. The City Manager is ultimately responsible for the operation of the KOTS and provides guidance on operations and expenditures to the Executive and Operations Directors of SHAL who provide the day-to-day management.

In contrast, SHAL also operates the Mobile Outreach Program that it initiated in 2011. This Program provides street outreach services to homeless people from a customized recreational vehicle. SHAL owns the vehicle and directs the Program. The City of Key West is the major funding source for the Program but SHAL receives funding for other sources and could operate the Program without participation of the City if additional funding sources were procured.

The City of Key West and SHAL are considered separate members of the Monroe County Continuum of Care given that the KOTS is a City program and the Mobile Outreach Program is a SHAL program supported by the City. Each pays dues to the Continuum.

SHAL is an active participant with the Coordinated Assessment System (CAS) in use by the Continuum and many county service providers. SHAL attends all monthly CAS meetings and work with many other agencies in the community to help provide the best and most appropriate service for our clients. SHAL participated in development of the Monroe County Homeless Handbook on [www.monroehomelesscoc.org](http://www.monroehomelesscoc.org)

2. Describe the procedures that will be in place to assist transitioning your clients into permanent housing:

When a client arrives at the shelter an intake process is initiated. SHAL's case managers identify the client's past and current housing status to compare to current resources that are available. Referrals are made to the most appropriate housing resource based on the housing needs and barriers to the resources. SHAL's case managers are connected with all the transitional housing providers in the community, and regularly refer and help place clients in their programs, in addition, SHAL works with medical and other social service agencies to help improve success.

SHAL is planning to initiate a pilot program in the fall to move our sheltered and unsheltered clients into permanent housing through a grant subsidy. Our Case managers will coordinate with landlords and clients to help move homeless persons into permanent housing.

2. Describe the procedure that will be used to follow-up on clients who were served and then exited the program:

It is often extraordinarily difficult to contact homeless clients after they have left our program. If a client moves to a transitional housing or other program, we work with that other program to help support a successful encounter.

### **Rehabilitation or Conversion**

1. Briefly describe your renovation project including the address of the building, the specifications for the proposed renovations, the cost estimate for the renovations and total project cost. Please attach a work write-up or estimates to this application.

Not included in this grant application.

2. Provide documentation of ownership and age of building:

Not included in this grant application.

3. Provide the property's current market value and the date the building was constructed.

Not included in this grant application.

4. If applicable, has the lead-based paint inspector identified? If yes, please provide documentation of the inspector's qualifications (Appendix L).

Not included in this grant application.

### **Essential Services**

1. Describe activities proposed for Essential Services and/or Operations:

We employ Case Managers that work out of the Keys Overnight Temporary Shelter. These Case Managers work with as many clients as possible to:

- a. Obtain IDs (state ID cards, Social Security Cards, Birth Certificates, etc.) that are essential to have for our clients to obtain employment, food cards, disability, social security, Medicare, Medicaid and other support for which they would be otherwise eligible.



- b. Provide transportation for the client to return to family, friends and employment in other parts of the country. These efforts have been remarkably effective in helping clients to become self-sufficient in their previous or more suitable surroundings.
- c. Provide local transportation support for clients that need it to attend doctors and other appointments, and even employment when necessary.
- d. Provide Employment Case Management to suitable clients to help them get interviews, training, supplies and jobs. This program has begun in 2015 and is quite successful, getting dozens of clients jobs in the first two months.

In the past 12 months, SHAL has purchased over 200 Birth Certificates and IDs for homeless clients; about 145 bus tickets to relocate clients back to family, friends and employment; nearly 300 local monthly bus passes for less-ambulatory clients to get to doctors appointments, employment and other necessary places. In all, SHAL has spent nearly \$50,000 in these kinds of client services, with the amounts growing each month.

- 2. Provide a physical description and capacity of the Shelter. Include number of beds available and operation hours.

KOTS consists of eight buildings (4 Quonset Huts, 3 trailers and a shed) that sleep about 150 people on most nights. KOTS opens for clients at 6:30 pm, and they are required to leave at 7:30 am.

- 3. List all position titles, percentage of time and salaries of personnel that will be billed under Essential Services and/or Operations:

Title	Pct of Time	Salary
Case Manager	100%	\$38,000
Employment Case Mgr	100%	\$34,000

- 4. List number of clients to be served monthly and objectives of program:

We anticipate serving a minimum of 60 unduplicated clients per month, with services provided according to client need. The objective for each client is to ensure immediately that the person is safe and that the shelter can meet their basic needs. Many of the shelter's clients stay at the shelter for more than one or two nights. The longer stay permits KOTS staff to offer case manager services and assist the client with additional services such as transportation, ID, medical and employment services. The cost of transportation, supplies, IDs, and other costs will be paid by other grants or SHAL's operating budget.

**Proposed Activities – Prevention and Re-housing**

1. Describe how your agency uses the Centralized Intake procedure to assess participants needs and how your agency coordinates with other service providers in your region:

Not included in this grant application.

2. Describe the procedures that will be in place to assist transitioning your clients into permanent housing:

Not included in this grant application.

3. Describe the procedure that will be used to follow-up on clients who were served and then exited the program:

Not included in this grant application.

4. How will you ensure that minimum habitability standards are met when rental assistance funds are used to place a homeless household into housing, or move a household to different housing? Who will conduct necessary inspections?

Not included in this grant application.

5. How will you assure that rent reasonableness tests are conducted for each unit rented?

Not included in this grant application.

6. Explain the assessment process for determining the duration of financial assistance to be provided. If applicable, how will you document that Prevention program participants receiving medium-term rent assistance (3 to 9 months of assistance) be certified for eligibility at least once every 3 months?

Not included in this grant application.

7. List all position titles and salaries of personnel that will be billed under Housing Relocation and Stabilization Services (Prevention and/or Rapid Re-Housing). Include salary, percentage of time billed to ESG and indicate whether the position is full- or part-time.

Not included in this grant application.

8. For Prevention activities *only*, how will you document proof of income eligibility?

Not included in this grant application.

9. Provide brief, but detailed summary of all proposed projects

Not included in this grant application.



**CoC Certification Form  
2015 Emergency Solutions Grant**

1. The total number of persons who are homeless (sheltered and unsheltered) in the CoC planning area from the January 2015 point in time count is 615.

2. The applicant, City of Key West, is an active participant in the CoC planning process, AND participated in and provided data on the homeless persons service for the 2015 point in time count.

Yes   X                        No       

3. The applicant, City of Key West, is currently contributing data on clients assisted to the continuum's HMIS data system, or if a dv applicant, is providing aggregate data reports to the continuum; and, **THE DATA QUALITY MEETS OR EXCEEDS** the standards prescribed by the U.S. Department of Housing and Urban Development.

Provides Data	Yes <u>  X  </u>	No <u>      </u>
Meets/Exceeds Standards	Yes <u>  X  </u>	No <u>      </u>

4. The applicant, City of Key West, has executed a written agreement with the CoC to assist those individuals and households referred from the coordinated assessment system as being implemented, to the applicant for rent assistance under the grant funded homeless prevention and rapid re-housing program. This certification must be supported by a copy of the written agreement that clearly delineates the roles and responsibilities of the applicant and attached behind this form.

Yes   X                        No       

5. The applicant, City of Key West, has demonstrated performance in coordinating with and securing services and benefits for the individuals and households being assisted from the community network of other homeless and mainstream housing and service applicants.

Yes   X                        No       

6. The applicant, City of Key West, has submitted an ESG project that is included in the CoC Plan, or is approved by the CoC.

Yes   X  

No \_\_\_\_\_

**Street Outreach ONLY:**

1. If applicable, based upon the CoC HMIS System, as of January 31, 2015, the applicant has achieved the following outcomes for housing permanency:
  - (a) For Outreach clients assisted, \_\_\_\_\_% of clients who received emergency health services on an outpatient basis by licensed medical professionals.
  - (b) For Outreach clients assisted, \_\_\_\_\_% of clients who received emergency mental health services on an outpatient basis by licensed medical professionals.
  - (c) For Outreach clients assisted, \_\_\_\_\_% of clients who were sheltered as a result of referral from the applicant's street outreach program to community housing applicants.

**Emergency Shelter ONLY:**

1. If applicable, based upon the CoC HMIS System, as of January 31, 2015, the applicant has achieved the following outcomes for housing permanency:
  - (a) For Shelter Facilities clients housed,   6.4%   % of clients exited the facility to permanent housing.
  - (b) For Shelter Facilities clients housed,   .7   % of clients left the facility with employment income.
  - (c) If applicable, the applicant's outcomes achieved with its' DCF 2014 shelter award furthered the goals and objectives of the CoC.

Yes \_\_\_\_\_

No \_\_\_\_\_

**N/A Not awarded in 2014**

**Prevention and Rapid Re-housing ONLY:**

1. Based upon the CoC HMIS System, or comparable database for domestic violence (dv) applicants, as of January 30, 2015, the applicant has achieved the following outcomes for housing permanency:
  - (a) For Prevention clients assisted, \_\_\_\_\_% of the clients remained in their permanent housing as of ninety (90) days following the last date of assistance provided by the applicant's program.

- (b) For Rapid Re-Housing clients assisted, \_\_\_\_\_% of the clients remained in permanent housing provided as of ninety (90) days following the last date of assistance provided by the applicant's program.

On behalf of this CoC (HUD FL 604), the above certifications made, and are true and accurate. Further, I am duly authorized to make this certification on behalf of the CoC.

Name of Certifying Official: Jeanette McLernon

Title: MC CoC and HMIS Administrator

Signature of Official: Jeanette McLernon

Date Signed: April 16<sup>th</sup>, 2015

If the applicant is also the designated lead agency for the CoC planning area, this certification MUST be executed by and provided by another officially designated entity to act on behalf of the CoC. The designated lead agency, as an applicant, is prohibited from certifying the capacity and performance criteria on its own grant proposal.

Other designated, independent third party entities authorized to sign the certification may include the following:

- 1. *The Governing Board of the CoC planning area, so long as the board is not also the governing body for the lead agency entity submitting the grant proposal.*
- 2. *The designated third party grant review committee established by the CoC membership, with the chair of the committee authorized in writing to sign and verify the scoring criteria materials for the lead agency's grant proposal.*
- 3. *Action by the full membership for the CoC at a publicly noticed meeting, and documented by a formal vote of the members to certify the grant proposal to be submitted by the lead agency. This action must be documented with the written minutes of the meeting, the vote, and the clear designation of the person authorized to sign on behalf of the CoC.*

**\*Check the box that applies, if you are a lead agency applicant.**



# MEMORANDUM OF AGREEMENT

Monroe County Homeless Services  
Continuum of Care  
and  
City of Key West

WHEREAS, The Monroe County Homeless Services Continuum of Care (MCCoC) funds human service organizations in accessing the ClientTrack Homeless Management Information System (HMIS) to track accurate and up-to-date information about the homeless and at-risk population being served by local organizations; and

WHEREAS, **City of Key West**, wishes to participate in ClientTrack Homeless Management Information system to share information about clients and their needs, track client assistance, and work jointly with other agencies to help clients move toward achieving their objectives;

NOW THEREFORE, the Monroe County Homeless Services Continuum of Care and **City of Key West**, agree to work cooperatively through the following terms and conditions.

MC CoC will:

1. Provide access fees for the ClientTrack's HMIS system from 9/30/14 through 10/01/2015;
2. Provide all forms necessary for the organization to gain access to the ClientTrack system;
3. Provide User and Confidentiality Training;
4. Provide technical assistance and support in the use of the HMIS.

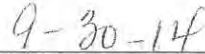
Agency will:

1. Provide services to the homeless population in Monroe County and input client data and services into the ClientTrack's HMIS in accordance with the MC CoC;
2. Agree to communicate, collaborate and refer to other service providers in Monroe County;
3. Be an active member in good standing of MC CoC;
4. Sign a Memorandum of Agreement with MC CoC outlining the role of the agency and the CoC with respect to HMIS implementation;
5. Abide by the MC CoC HMIS Operating Policies and Procedures.

This Agreement will remain in effect from September 30, 2014 through October 1, 2015.



Signature and Title of Authorized Representative  
Monroe County Homeless Services CoC



Date



City Manager

Signature and Title of Authorized Representative  
City of Key West

9/30/2014

Date

**Monroe County Homeless Services Continuum-of-Care, Inc.**

Tel: 305-998-4663 Fax: 305-414-8573

**Coordinated Assessment Agreement**

\_\_\_\_\_ City of Key West \_\_\_\_\_ agrees to participate in the  
(Name of Organization)  
development, implementation, and utilization of the Monroe County Homeless Services Continuum-of-care Coordinated Assessment System, also known as coordinated entry or coordinated intake.

The Coordinated Assessment System will increase the efficiency of our homeless assistance programs by:


- Helping people move through the system faster (by reducing the amount of time people spend moving from program to program before finding the right match);
- Reducing new entries into homelessness (by consistently offering prevention and diversion resources upfront, reducing the number of people entering the system unnecessarily); and
- Improving data collection and quality and providing accurate information on what kind of assistance consumer need.

We understand that participation in the Coordinated Assessment System is required under the HEARTH Act and to ensure compliance with HUD's guidance, offered through the interim Emergency Solution Grant regulations that all communities funded through the HUD Emergency Solutions Grant (ESG) and Continuum of Care (CoC) grants will have to have a coordinated assessment system fully operational by 2014.

Our agency is delegating \_\_\_\_\_ Carolyn Sheldon \_\_\_\_\_ to represent  
(Name of Organization Representative)

\_\_\_\_\_ City of Key West \_\_\_\_\_ on the CoC's Coordinated Assessment Committee.

Agreed to this  1st  day of January 2015.

  
\_\_\_\_\_  
Signature  
James K. Scholl  
\_\_\_\_\_  
Printed Name  
City Manager  
\_\_\_\_\_  
Title

Scott Pridgen  
Chairman

Diana Flenard  
Secretary

Nicki Will, Ph.D  
Vice-Chair

Richard Turcotte  
Treasurer

Post Office Box 2410  
Key West, FL 33045-2410



RESOLUTION NO. 14-289

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "SECOND AMENDMENT TO AGREEMENT" TO THE "AGREEMENT FOR CITY OF KEY WEST KEYS OVERNIGHT TEMPORARY SHELTER (KOTS)" BETWEEN THE CITY AND THE SOUTHERNMOST HOMELESS ASSISTANCE LEAGUE, INC. (SHAL); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 12-096, the City Commission approved an "Agreement for City of Key West Keys Overnight Temporary Shelter (KOTS)," and in Resolution No. 13-095 the Commission approved an amendment to the Agreement, extending the original Agreement on a month-to-month basis; and

WHEREAS, upon the recommendation of City staff, the City Commission finds that a Second Amendment to Agreement is necessary to provide sufficient supporting documentation so that certain eligible expenses paid to SHAL by the City may be reimbursed through a 2013 Emergency Solutions Grant Award; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached "Second Amendment to Agreement," amending the "Agreement for City of Key West Keys Overnight Temporary Shelter," is hereby approved.

Section 2: That the City Manager is authorized to execute the amendment upon the advice and consent of the City Attorney.

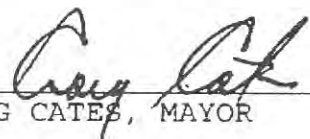
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 7th day of October, 2014.

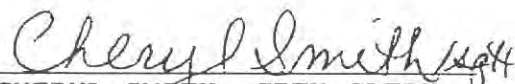
Authenticated by the presiding officer and Clerk of the Commission on October 8, 2014.

Filed with the Clerk October 8, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Absent</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

  
CRAIG CATES, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK





THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

## EXECUTIVE SUMMARY

**TO:** James K. Scholl, City Manager  
Sarah Spurlock, Assistant City Manager

**FROM:** Carolyn Sheldon, Senior Grants Administrator

**DATE:** September 11, 2014

**RE:** **Approval of the attached Second Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL). Authorize any necessary budget amendments or transfers associated with the Second Amendment. Authorize the City Manager to execute the Second Amendment to Agreement.**

### ACTION STATEMENT:

This resolution will approve the attached Second Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL). Also, this resolution will authorize any necessary budget amendments or transfers associated with the Second Amendment and authorize the City Manager to execute the Second Amendment to Agreement.

### BACKGROUND:

A second amendment to the City's agreement with SHAL is needed to provide sufficient supporting documentation for the 2013 Emergency Solutions Grant (ESG) awarded to the City for the operation and maintenance of the Keys Overnight Temporary Shelter (KOTS). The grantor is requiring the SHAL Agreement to be amended to include expenses not currently in the Agreement and to ensure SHAL, as the City's KOTS manager/operator (subcontractor), is required to comply with subcontractor grant requirements as described in ESG Contract #KPZ19.

The original Agreement with SHAL was entered into on October 1, 2011 and ended September 30, 2012 (Resolution 12-096). The First Amendment to Agreement, entered into on August 9, 2013, extends the original Agreement on a month to month basis until such time the City Commission determines the daily management of KOTS should be solicited and made available to other qualified service providers (Resolution 13-095).

*Key to the Caribbean - Average yearly temperature 77° F.*

MEMORANDUM

**PURPOSE AND JUSTIFICATION:**

For Fiscal Year 2015, the City is allocating \$444,118.00 (plus utilities and repairs/maintenance) for SHAL to manage/operate KOTS. With the 2013 ESG grant, the City can be reimbursed up to \$54,442.00 of eligible expenses for the operation of KOTS. Of the \$54,442.00 grant funding, up to \$52,273.00 may be paid to SHAL for case management, maintenance/supplies and equipment. These costs were not included in the SHAL Agreement. The remaining amount of \$2,169.00 of the grant funding is for the City's administrative costs.

The Emergency Solutions Grant requires matching funds of an equal amount, dollar for dollar.

**OPTIONS / ADVANTAGES / DISADVANTAGES:**

1. The City Commission can approve the Second Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL). Included in the Second Amendment is an amount of up to \$52,273.00 of eligible expenses that may be paid to SHAL for expenses reimbursable by the 2013 Emergency Solutions Grant (ESG). This will meet the grantor's requirement to provide sufficient supporting documentation for the 2013 ESG grant awarded to the City for the operation and maintenance of the Keys Overnight Temporary Shelter (KOTS).
2. The City Commission can reject the Second Amendment to Agreement between the City of Key West and SHAL. If the City Commission chooses to reject the Second Amendment, the City will not meet the grantor's supporting documentation requirement and any funding from the 2013 ESG grant will not be available for reimbursement of eligible expenses.

**FINANCIAL IMPACT:**

With the approval of the Second Amendment to Agreement, grant revenue Account 001-0000-331.69-00 will increase by \$2,169.00, the amount for the City's administration costs. Grant revenue of \$52,273.00 is currently budgeted in Fiscal Year 2015. The essential services and operations expenditures funded by the 2013 Emergency Solutions Grant (ESG) are budgeted in Fiscal Year 2015, Account 001-6901-569.34-00.

**RECOMMENDATION:**

Staff recommends that the City Commission select Option 1, approving the Second Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL).

## SECOND AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into this 14<sup>th</sup> day of October, 2014, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and the Southernmost Homeless Assistance League, Inc., a non-profit Florida corporation qualified pursuant to United States Internal Revenue Service regulations as a 501(c)(3) tax exempt charitable organization (hereinafter "SHAL").

### WITNESSETH

WHEREAS, CITY and SHAL entered into an Agreement on the 1<sup>st</sup> day of October, 2011, (the "Agreement"), pertaining to SHAL's management of the day-to-day operation of the facility commonly known as the Keys Overnight Temporary Shelter, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "A"; and

WHEREAS, the Agreement expired on September 30, 2012; and

WHEREAS, on April 2, 2013, the City Commission of the City of Key West, Florida, passed Resolution No. 13-095, authorizing the City Attorney to negotiate and draft an amendment to the Agreement extending the term of the Agreement on a month-to-month basis pending construction of the new temporary shelter; and

WHEREAS, CITY and SHAL entered into a First Amendment to Agreement on the 9<sup>th</sup> day of August, 2013, amending the Agreement to extend the term of the Agreement, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "B"; and

WHEREAS, on July 2, 2014, the City Commission of the City of Key West, Florida, passed Resolution No. 14-184, authorizing acceptance of Grant Agreement #KPZ19 from the State of Florida, which grant includes funds for case management and is attached hereto and more particularly described as Exhibit "C"; and

WHEREAS, CITY and SHAL desire to amend the Agreement to reflect the total amount of compensation due SHAL, including the funds for case management.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and SHAL agree to modify the Agreement as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;



**Section 1:** Paragraph 5(B) of the Agreement, as amended by the First Amendment to Agreement, pertaining to financial obligations of City, is hereby deleted in its entirety and replaced with the following:

City shall pay to SHAL in accordance with Paragraph 5(C) below based on an annual sum of \$444,118 as budgeted for in FY 2014 and FY 2015 and on an annual sum as budgeted by the CITY for following fiscal years in addition to the amount of up to \$52,273, which includes funding for case management and equipment and maintenance/supplies in Grant Agreement #KPZ19 for the duration of the grant in FY 2014 and FY2015.

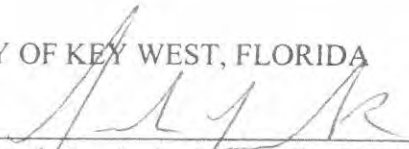
**Section 2:** Paragraph 13 of the Agreement, pertaining to subcontract compliance, is hereby deleted in its entirety and replaced with the following:

Subcontract Compliance. City has entered into a grant agreement with the Florida Department of Children and Families, Emergency Shelter/Shelter Facilities, (Grant Agreement #KPZ19), a copy of which is attached hereto as Exhibit C. Pursuant to the Grant Agreement, City shall include or cause to be included in subcontracts the substance of all clauses contained in the Grant Agreement that mention or describe subcontract compliance. Reporting requirements to comply with Grant Agreement #KPZ19 apply to SHAL as the operator/subcontractor for the City.


**Section 3:** Except as modified herein, the Agreement, as amended by the First Amendment to Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement on the date first written above.


CITY OF KEY WEST, FLORIDA

By:   
Sarah Spurlock, Acting City Manager


ATTEST:

  
Susan P. Harrison  
Sr. Deputy City Clerk

SOUTHERNMOST HOMELESS  
ASSISTANCE LEAGUE, INC.

By:   
~~Alan Feitelbaum, Chairman~~  
Alan Feitelbaum Executive Director

  
Witness

  
Witness

RESOLUTION NO. 12-096

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED ONE-YEAR "AGREEMENT FOR CITY OF KEY WEST KEYS OVERNIGHT TEMPORARY SHELTER (KOTS)" BETWEEN THE CITY AND THE SOUTHERNMOST HOMELESS ASSISTANCE LEAGUE, INC. (SHAL); PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached "Agreement for City of Key West Keys Overnight Temporary Shelter" is hereby approved.

Section 2: That competitive bidding is waived pursuant to section 2-797(4)b of the Code of Ordinances.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

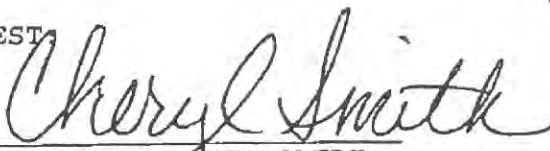
Passed and adopted by the City Commission at a meeting held this 20 day of March, 2012.

Authenticated by the presiding officer and Clerk of the Commission on March 21, 2012.

Filed with the Clerk March 21, 2012.


  
\_\_\_\_\_  
CRAG CORTES, MAYOR

ATTEST

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



**CITY MANAGER'S OFFICE  
MEMORANDUM**

**TO:** Jim Scholl, City Manager  
**FROM:** Mark Z. Finigan, Assistant City Manager   
**DATE:** March 5, 2012  
**SUBJECT:** SHAL / CKW KOTS Agreement

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**ACTION STATEMENT:**

Respectfully request City Commission authorize the City Manager to execute an Agreement between the City of Key West (CKW) and the Southernmost Homeless Assistance League (SHAL) for the daily management of a temporary homeless center, (referred to as KOTS – Keys Overnight Temporary Shelter) located on Stock Island.

**BACKGROUND:**

On August 25, 2011 the Florida Keys Outreach Coalition notified the City of Key West of their intent to terminate a long standing agreement with the City for the operational management of the homeless center. The effective date of the termination would be September 30, 2011. In a September 9, 2011 letter to the City of Key West, SHAL offered its interim management and advisory services to the City of Key West up until such point the City solicited and selected a long term management provider.

The Agreement before the Commission is a one year management relationship starting October 1, 2011 and ending September 30, 2012. Either party may terminate the Agreement at any time upon ninety (90) days' notice in writing to the other party. SHAL agrees to return unexpended advanced funds to CITY within ninety (90) days of the date of termination. All other essential terms and conditions of the Agreement are similar to those conditions found in the previous Agreement with the Florida Keys Outreach Coalition.

**FINANCIAL IMPACT:**

In accordance with Paragraph 5. C. of the Agreement, SHAL would be paid an annual sum of \$382,100, the amount budgeted by the City of Key West for the FY 2011-12 operation of KOTS. The annual amount of \$382,100 was established in collaboration with the Florida Keys Outreach Coalition, prior to their notification of termination.



**RECOMMENDATION:**

Approve the Agreement between the City of Key West (CKW) and the Southernmost Homeless Assistance League (SHAL) for the daily management of a temporary homeless center, (referred to as KOTS - Keys Overnight Temporary Shelter) located on Stock Island.

AGREEMENT  
CITY OF KEY WEST  
KEYS OVERNIGHT TEMPORARY SHELTER

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2011 by and between the City of Key West ("CITY"), a Florida municipal corporation, whose address is 525 Angela Street, Key West, Florida, 33040, and the Southernmost Homeless Assistance League, Inc. ("SHAL"), a non-profit corporation qualified pursuant to United States Internal Revenue Service regulations as a 501(c)(3) tax exempt charitable organization, whose mailing address is P.O. Box 2990, Key West, Florida, 33045-2990.

WHEREAS, pursuant to an interlocal agreement with Monroe County, City of Key West Resolution 09-056, CITY operates a facility for use by homeless persons for a safe zone and overnight temporary shelter located at 5537 College Road called the Keys Overnight Temporary Shelter ("KOTS"); and,

WHEREAS, SHAL is a local not-for-profit organization existing for the purpose of assisting homeless persons; and

WHEREAS, the CITY desires that SHAL manage the day-to-day operation of The Keys Overnight Temporary Shelter (herein referred to as "KOTS") on an interim emergency basis until such time the City selects through a competitive process a long term operator/manager.

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement is effective commencing October 1, 2011, and shall continue in effect through September 30, 2012, unless earlier terminated by either party.
2. Relationship. The parties intend that the relationship between them is that of two independent organizations and entities and that no employer-employee relationship exists or shall develop from the performance of this Agreement. This Agreement gives no rights or benefits to any third party and is exclusively between the City and SHAL. No other person or entity is entitled to rely upon the terms and conditions contained in this Agreement as they are specific and personal obligations of the parties named herein.
3. Scope of Services. SHAL agrees to render management and operational services of the KOTS. The parties agree that SHAL may hire employees and/or agents to assist with the performance of such services.
4. Obligations of SHAL.
  - A. SHAL will report monthly to the CITY significant operational changes or revised policies and procedures. No material changes or revisions shall be implemented without consent by CITY.
  - B. SHAL shall provide CITY with a detailed monthly expenditure report by the tenth day of the month following the expenditures. SHAL agrees the amounts paid to SHAL under Paragraph 5 are estimates, intended to cover specific budgeted expenditures in the Fiscal Year 2011-12 City of Key West operating budget. SHAL agrees to reimburse City in accordance with Paragraph 6 those unexpended funds advanced to SHAL.
  - C. SHAL agrees to be responsible for paying all required federal, state and local taxes relating to SHAL's business and that CITY has no responsibility for any such taxes.
5. Obligations of CITY.

- A. CITY agrees to be responsible for all costs related to the operation of the KOTS facility, including, but not limited to, the sleeping quarters, the office/laundry trailer, utilities, maintenance and repairs of the facility and appliances.
  - B. CITY shall pay to SHAL in accordance with Paragraph 5. C, below based on an annual sum of \$382,100 budgeted by the City of Key West for the FY 2011-12 operation of KOTS.
  - C. CITY shall make payment to SHAL in equal monthly installments based on the annual budget provided in Paragraph 5. B, which shall be made on or about the 1<sup>st</sup> day of each month, provided, however, that the CITY shall make an advance payment, representing the two monthly installments for the months of October and November 2011, by or on October 5, 2011.
  - D. CITY will add SHAL as an additional covered party in accordance with the PGIT Public Entity Automatic Additional Covered Parties specimen policy that the CITY currently has in place or such other policies at CITY may from time to time obtain in substantial conformity therewith.
6. Termination of Agreement. Either party may terminate this Agreement at any time upon ninety (90) days' notice in writing to the other party. SHAL agrees to return unexpended advanced funds to CITY within ninety (90) days of the date of termination.
  7. Authority to Issue Public Statements. To foster effective communication, the Chairman of the Board or the President and Executive Director of SHAL will be the only official spokespersons for SHAL. CITY may designate such spokesperson as City shall in its sole discretion appoint.
  8. Assignment of Rights. The rights of each party under this agreement are limited to that party and shall not be assigned or transferred to any other party, firm, corporation, or other entity without the prior, express, and written consent of the other party.
  9. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
  10. Indemnification  
The parties acknowledge that there is currently pending in Monroe County Circuit Court case number 2011-CA-911-K involving the continued operation of KOTS. The City agrees to defend SHAL in the event SHAL becomes a named party by virtue of its operation of the facility under this Agreement. Both City and SHAL agree that their interests in such litigation would be aligned to the extent that they may utilize the same counsel in defense of the suit. Therefore, both parties consent to the representation of the City Attorney's office, or their named designee, in such litigation.

Further, but only to the monetary limits of its own liability pursuant to Florida Statute 768.28, City agrees to defend, indemnify and hold SHAL harmless from all claims related to their operation of KOTS under this Agreement, except that the City shall not be obligated to defend, hold harmless or indemnify SHAL for the negligence, intentional torts or criminal misconduct of SHAL, its employees and agents. This contractual indemnity is specifically capped at the limits of the then existing amounts provided in Florida Statute 768.28. Should the City be required to defend SHAL, it may do so with counsel of the city's choosing in accordance with the conflict provisions of any



applicable Florida Bar Rules of Professional Conduct. Nothing herein is intended to waive the sovereign immunity afforded to the City pursuant to section 768.28 of the Florida Statutes.

11. Prior Obligations. SHAL, by entering this agreement, does not assume any of the prior liabilities of the KOTS, including any contracts, obligations or commitments of whatever nature, including but not limited to, agreements with prior service providers, employment agreements, accrued vacation or past wages, contracts for services or goods or such other obligations and SHAL will enter separate agreements for the provision of the same for such services and goods as SHAL requires for implementation of this agreement.
12. Personal Property. That the personal property used under this agreement is the sole property of the CITY and upon termination of this agreement for any cause shall be returned to the CITY. SHAL will keep an inventory of such personal property and such replacement personal property purchased by the CITY during the term of this agreement. A list of the personal property to be provided to SHAL pursuant to this provision is attached hereto as Attachment A.
13. Subcontract Compliance. The City of Key West (Recipient) has entered into a grant agreement with the Florida Department of Children and Families (Department), Emergency Shelter Grant/ Shelter Facilities, (Grant Agreement KFZ46), a copy of which is attached as Attachment B. Per paragraph H of the agreement, "The Recipient shall include or cause to be included in subcontracts (at any time) the substance of all clauses contained in this agreement that mention or describe subcontract compliance."

To follow are those agreement sections/paragraphs that would apply to SHAL as the operator/subcontractor of the KOTS.

- D. Audit, Records, Etc
- E. Indemnification and Insurance
- F. Risk Prevention
- K. Sponsorship
- N. Information Security Obligations
- R. Support to Deaf or Hard-of-Hearing
- S. Employment Eligibility Verification

14. Paragraph Headings of Agreement. The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
15. Interpretation of Agreement. The parties agree that in all cases, the language of this Agreement shall be construed according to its fair and simple meaning and not strictly for or against either party.
16. Integration and Amendment of Agreement. The parties acknowledge that the terms of this Agreement may vary from the terms negotiated or as evidenced by preliminary agreements between the parties made prior to the execution of this Agreement. The parties agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements, and that there are no other agreements other than those contained herein, that this Agreement shall be and is the final expression of the Agreement of the parties and shall control.

17. Amendment to Agreement. No modification of the Agreement shall be valid unless in writing, executed by the parties of this Agreement.
18. Governing Law. The validity, meaning and effect of this Agreement shall be determined according to Florida law. Venue for any legal proceeding including mediation and arbitration shall be Monroe County, Florida.
19. Time is of the Essence. It is specifically declared and agreed that time is of the essence of this Agreement.
20. Notices. Notices required to be given under this Agreement or for any other purpose shall be sent by courier to the address specified above for each party or by certified mail, return receipt requested as follows:

For CITY: City Manager, City of Key West  
P.O. Box 1409  
Key West, FL 33041-1409

For SHAL: President and Executive Director  
Southernmost Homeless Assistance League, Inc.  
P.O. Box 2990  
Key West, FL 33045-2990

Southernmost Homeless Assistance League, Inc. City of Key West

Wendy Coles 3/20/2012 J.S. Scholl 20 MARCH 2012  
Wendy Coles (Date) James Scholl (Date)  
President and Executive Director City Manager

WITNESS:

Angela Biddle  
(Signature of Witness)

Angela Burre  
(Print Name of Witness)

Vivian Perez  
(Signature of Witness)

Vivian Perez  
(Print Name of Witness)

ATTEST:

Cheryl Smith  
Cheryl Smith  
City Clerk

RESOLUTION NO. 13-095

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AN AMENDMENT TO THE ATTACHED "AGREEMENT FOR CITY OF KEY WEST KEYS OVERNIGHT TEMPORARY SHELTER (KOTS)" BETWEEN THE CITY AND THE SOUTHERNMOST HOMELESS ASSISTANCE LEAGUE, INC. (SHAL); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, upon the recommendation of City staff, the City Commission finds that it would be expeditious to negotiate a month-to-month extension of the "Agreement for City of Key West Overnight Temporary Shelter" until the location and operating parameters of a to-be-constructed temporary shelter are determined; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That an amendment to the "Agreement for City of Key West Keys Overnight Temporary Shelter," extending the agreement on a month-to-month basis pending construction of the new temporary shelter, is hereby approved.

Section 2: That competitive bidding is waived pursuant to section 2-797(4)b of the Code of Ordinances.

Section 3: That the City Attorney is authorized to negotiate and draft an amendment in conformance with this direction, and the City Manager is authorized to execute the amendment upon the advice and consent of the City Attorney.



Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

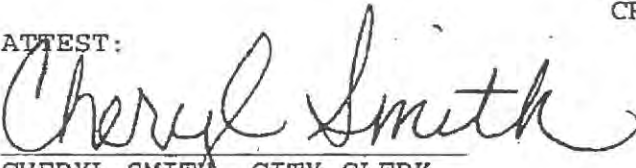
Passed and adopted by the City Commission at a meeting held this 2nd day of April, 2013.

Authenticated by the presiding officer and Clerk of the Commission on April 3, 2013.

Filed with the Clerk April 3, 2013.

  
\_\_\_\_\_  
CRAIG GATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



## CITY MANAGER'S OFFICE MEMORANDUM

**TO:** Bob Vitas, City Manager  
**FROM:** Mark Z. Finigan, Assistant City Manager  
**DATE:** March 21, 2013  
**SUBJECT:** Extension of SHAL / CKW KOTS Agreement

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### **ACTION STATEMENT:**

Respectfully request City Commission authorize the City Manager to execute an amendment (pursuant to City of Key West Code of Ordinances Section 2-797(4)(b) Best Interest of City) of the Agreement between the City of Key West (CKW) and the Southernmost Homeless Assistance League (SHAL) for the daily management of a temporary homeless center, (referred to as KOTS – Keys Overnight Temporary Shelter) located on Stock Island. Such an amendment would allow for the agreement to extend past the original term expiration of September 30, 2012 on a month to month basis until such time the City Commission determines the daily management of KOTS should be solicited and made available to other qualified service providers. City Manager execution shall be conditioned upon final review by the City Attorney of said amendment.

### **BACKGROUND:**

The original Agreement approved by Resolution No. 12-096 called for a one year management relationship starting October 1, 2011 and ending September 30, 2012. The Agreement did not provide a provision for an extension. Services rendered subsequent to the September 30, 2012 expiration have been at the pleasure of both parties with the understanding that the terms and conditions of the October 1, 2011 through September 30, 2012 Agreement would govern. The requested amendment would allow for the agreement to extend past the original term expiration of September 30, 2012 on a month to month basis.

Code Section 2-797(4)(b) provides for the exemption of contractual services if in the opinion of the City Manager exceptional circumstances exists to exempt such services from competitive bidding. Possible selection of a new KOTS manager/operator is problematic given the current legal issues surrounding the current KOTS location. Additionally, while the City evaluates alternative sites for possible KOTS relocation it is imperative the City considers operational/functional necessities of such sites under

consideration. The current operator is in a unique position to provide the City such critical design considerations. Recommendation would be to defer the solicitation for a long term operator until such time a permanent KOTS site has been selected, designed and constructed.

**FINANCIAL IMPACT:**

No impact.

**RECOMMENDATION:**

Approve an amendment which would allow for the Agreement to extend past the original term expiration of September 30, 2012 on a month to month basis until such time the City Commission determines the daily management of KOTS should be solicited and made available to other qualified service providers. City Manager execution shall be conditioned upon final review by the City Attorney of said amendment.



## FIRST AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into this 9<sup>th</sup> day of August, 2013, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and the Southernmost Homeless Assistance League, Inc., a non-profit Florida corporation qualified pursuant to United States Internal Revenue Service regulations as a 501(c)(3) tax exempt charitable organization (hereinafter "SHAL").

### WITNESSETH

WHEREAS, CITY and SHAL entered into an Agreement on the 1<sup>st</sup> day of October, 2011, (the "Agreement"), pertaining to SHAL's management of the day-to-day operation of the facility commonly known as the Keys Overnight Temporary Shelter, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "A"; and

WHEREAS, the Agreement expired on September 30, 2012; and

WHEREAS, on April 2, 2013, the City Commission of the City of Key West, Florida, passed Resolution No. 13-095, authorizing the City Attorney to negotiate and draft an amendment to the Agreement extending the term of the Agreement on a month-to-month basis pending construction of the new temporary shelter; and

WHEREAS, CITY and SHAL desire to amend the Agreement to provide for continued contractual services pertaining to homeless services including the operation of the Keys Overnight Temporary Shelter for a limited period of time beyond the said expiration date of the Agreement.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and SHAL agree to modify the Agreement as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

**Section 1:** Paragraph 1 of the Agreement, pertaining to term, is hereby deleted in its entirety and replaced with the following:

This Agreement is effective commencing October 1, 2011, and shall continue in effect on a month-to-month basis until terminated pursuant to paragraph 6 of this Agreement.

**Section 2:** Paragraph 3 of the Agreement, pertaining to scope of services, is amended by adding "homeless services including the" after the word "render".

**Section 3:** Paragraph 4.B. of the Agreement, pertaining to reporting obligations of SHAL, is amended by adding "and subsequent Fiscal Years" after the phrase "Fiscal Year 2011-2012".

**Section 4:** Paragraph 5.B. of the Agreement, pertaining to financial obligations of the City, is amended by adding the following at the end of the existing provision:

The CITY shall likewise make payment on an annual sum of \$444,118 as budgeted for FY 2012-2013 and on an annual sum as budgeted by the CITY for following fiscal years.

**Section 5:** Paragraph 6 of the Agreement, pertaining to termination, is hereby deleted in its entirety and replaced with the following:

Either party may terminate this Agreement at any time upon thirty (30) days' notice in writing to the other party. SHAL agrees to return unexpended advanced funds to CITY within thirty (30) days of the termination.

**Section 6:** Except as modified herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on the date first written above.



*Deyl Smith*  
\_\_\_\_\_  
Deyl Smith, City Clerk

CITY OF KEY WEST, FLORIDA

By: *Bogdan Vitas*  
\_\_\_\_\_  
Bogdan Vitas, City Manager

SOUTHERNMOST HOMELESS  
ASSISTANCE LEAGUE, INC.

*[Signature]*  
\_\_\_\_\_  
Witness

By: *G. Lee Skillington*  
\_\_\_\_\_  
G. Lee Skillington, Executive Director

*[Signature]*  
\_\_\_\_\_  
Witness

RESOLUTION NO. 12-096

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED ONE-YEAR "AGREEMENT FOR CITY OF KEY WEST KEYS OVERNIGHT TEMPORARY SHELTER (KOTS)" BETWEEN THE CITY AND THE SOUTHERNMOST HOMELESS ASSISTANCE LEAGUE, INC. (SEAL); PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached "Agreement for City of Key West Keys Overnight Temporary Shelter" is hereby approved.

Section 2: That competitive bidding is waived pursuant to section 2-797(4)b of the Code of Ordinances.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

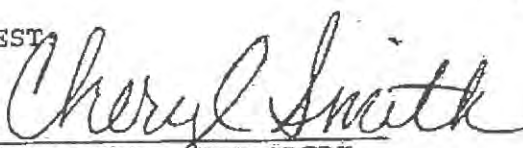
Passed and adopted by the City Commission at a meeting held this 20 day of March, 2012.

Authenticated by the presiding officer and Clerk of the Commission on March 21, 2012.

Filed with the Clerk March 21, 2012.

  
\_\_\_\_\_  
CRAIG CATES, MAYOR


ATTEST

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK





**CITY MANAGER'S OFFICE  
MEMORANDUM**

**TO:** Jim Scholl, City Manager  
**FROM:** Mark Z. Finigan, Assistant City Manager   
**DATE:** March 5, 2012  
**SUBJECT:** SHAL / CKW KOTS Agreement

---

**ACTION STATEMENT:**

Respectfully request City Commission authorize the City Manager to execute an Agreement between the City of Key West (CKW) and the Southernmost Homeless Assistance League (SHAL) for the daily management of a temporary homeless center, (referred to as KOTS – Keys Overnight Temporary Shelter) located on Stock Island.

**BACKGROUND:**

On August 25, 2011 the Florida Keys Outreach Coalition notified the City of Key West of their intent to terminate a long standing agreement with the City for the operational management of the homeless center. The effective date of the termination would be September 30, 2011. In a September 9, 2011 letter to the City of Key West, SHAL offered its interim management and advisory services to the City of Key West up until such point the City solicited and selected a long term management provider.

The Agreement before the Commission is a one year management relationship starting October 1, 2011 and ending September 30, 2012. Either party may terminate the Agreement at any time upon ninety (90) days' notice in writing to the other party. SHAL agrees to return unexpended advanced funds to CITY within ninety (90) days of the date of termination. All other essential terms and conditions of the Agreement are similar to those conditions found in the previous Agreement with the Florida Keys Outreach Coalition.

**FINANCIAL IMPACT:**

In accordance with Paragraph 5. C. of the Agreement, SHAL would be paid an annual sum of \$382,100, the amount budgeted by the City of Key West for the FY 2011-12 operation of KOTS. The annual amount of \$382,100 was established in collaboration with the Florida Keys Outreach Coalition, prior to their notification of termination.

**RECOMMENDATION:**

Approve the Agreement between the City of Key West (CKW) and the Southernmost Homeless Assistance League (SHAL) for the daily management of a temporary homeless center, (referred to as KOTS – Keys Overnight Temporary Shelter) located on Stock Island.

AGREEMENT  
CITY OF KEY WEST  
KEYS OVERNIGHT TEMPORARY SHELTER

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2011 by and between the City of Key West ("CITY"), a Florida municipal corporation, whose address is 525 Angela Street, Key West, Florida, 33040, and the Southernmost Homeless Assistance League, Inc. ("SHAL"), a non-profit corporation qualified pursuant to United States Internal Revenue Service regulations as a 501(c)(3) tax exempt charitable organization, whose mailing address is P.O. Box 2990, Key West, Florida, 33045-2990.

WHEREAS, pursuant to an interlocal agreement with Monroe County, City of Key West Resolution 09-056, CITY operates a facility for use by homeless persons for a safe zone and overnight temporary shelter located at 5537 College Road called the Keys Overnight Temporary Shelter ("KOTS"); and,

WHEREAS, SHAL is a local not-for-profit organization existing for the purpose of assisting homeless persons; and

WHEREAS, the CITY desires that SHAL manage the day-to-day operation of The Keys Overnight Temporary Shelter (herein referred to as "KOTS" on an interim emergency basis until such time the City selects through a competitive process a long term operator/manager.

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement is effective commencing October 1, 2011, and shall continue in effect through September 30, 2012, unless earlier terminated by either party.
2. Relationship. The parties intend that the relationship between them is that of two independent organizations and entities and that no employer-employee relationship exists or shall develop from the performance of this Agreement. This Agreement gives no rights or benefits to any third party and is exclusively between the City and SHAL. No other person or entity is entitled to rely upon the terms and conditions contained in this Agreement as they are specific and personal obligations of the parties named herein.
3. Scope of Services. SHAL agrees to render management and operational services of the KOTS. The parties agree that SHAL may hire employees and/or agents to assist with the performance of such services.
4. Obligations of SHAL.
  - A. SHAL will report monthly to the CITY significant operational changes or revised policies and procedures. No material changes or revisions shall be implemented without consent by CITY.
  - B. SHAL shall provide CITY with a detailed monthly expenditure report by the tenth day of the month following the expenditures. SHAL agrees the amounts paid to SHAL under Paragraph 5 are estimates, intended to cover specific budgeted expenditures in the Fiscal Year 2011-12 City of Key West operating budget. SHAL agrees to reimburse City in accordance with Paragraph 6 those unexpended funds advanced to SHAL.
  - C. SHAL agrees to be responsible for paying all required federal, state and local taxes relating to SHAL's business and that CITY has no responsibility for any such taxes.
5. Obligations of CITY.



- A. CITY agrees to be responsible for all costs related to the operation of the KOTS facility, including, but not limited to, the sleeping quarters, the office/laundry trailer, utilities, maintenance and repairs of the facility and appliances.
- B. CITY shall pay to SHAL in accordance with Paragraph 5. C. below based on an annual sum of \$382,100 budgeted by the City of Key West for the FY 2011-12 operation of KOTS.
- C. CITY shall make payment to SHAL in equal monthly installments based on the annual budget provided in Paragraph 5. B. which shall be made on or about the 1<sup>st</sup> day of each month, provided, however, that the CITY shall make an advance payment, representing the two monthly installments for the months of October and November 2011, by or on October 5, 2011.
- D. CITY will add SHAL as an additional covered party in accordance with the PGIT Public Entity Automatic Additional Covered Parties specified policy that the CITY currently has in place or such other policies at CITY may from time to time obtain in substantial conformity therewith.
6. Termination of Agreement. Either party may terminate this Agreement at any time upon ninety (90) days' notice in writing to the other party. SHAL agrees to return unexpended advanced funds to CITY within ninety (90) days of the date of termination.
7. Authority to Issue Public Statements. To foster effective communication, the Chairman of the Board or the President and Executive Director of SHAL will be the only official spokespersons for SHAL. CITY may designate such spokesperson as City shall in its sole discretion appoint.
8. Assignment of Rights. The rights of each party under this agreement are limited to that party and shall not be assigned or transferred to any other party, firm, corporation, or other entity without the prior, express, and written consent of the other party.
9. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
10. Indemnification  
The parties acknowledge that there is currently pending in Monroe County Circuit Court case number 2011-CA-911-K involving the continued operation of KOTS. The City agrees to defend SHAL in the event SHAL becomes a named party by virtue of its operation of the facility under this Agreement. Both City and SHAL agree that their interests in such litigation would be aligned to the extent that they may utilize the same counsel in defense of the suit. Therefore, both parties consent to the representation of the City Attorney's office, or their named designee, in such litigation.

Further, but only to the monetary limits of its own liability pursuant to Florida Statute 768.28, City agrees to defend, indemnify and hold SHAL harmless from all claims related to their operation of KOTS under this Agreement, except that the City shall not be obligated to defend, hold harmless or indemnify SHAL for the negligence, intentional torts or criminal misconduct of SHAL, its employees and agents. This contractual indemnity is specifically capped at the limits of the then existing amounts provided in Florida Statute 768.28. Should the City be required to defend SHAL, it may do so with counsel of the city's choosing in accordance with the conflict provisions of any

applicable Florida Bar Rules of Professional Conduct. Nothing herein is intended to waive the sovereign immunity afforded to the City pursuant to section 768.28 of the Florida Statutes.

11. Prior Obligations. SHAL, by entering this agreement, does not assume any of the prior liabilities of the KOTS, including any contracts, obligations or commitments of whatever nature, including but not limited to, agreements with prior service providers, employment agreements, accrued vacation or past wages, contracts for services or goods or such other obligations and SHAL will enter separate agreements for the provision of the same for such services and goods as SHAL requires for implementation of this agreement.
12. Personal Property. That the personal property used under this agreement is the sole property of the CITY and upon termination of this agreement for any cause shall be returned to the CITY. SHAL will keep an inventory of such personal property and such replacement personal property purchased by the CITY during the term of this agreement. A list of the personal property to be provided to SHAL pursuant to this provision is attached hereto as Attachment A.
13. Subcontract Compliance. The City of Key West (Recipient) has entered into a grant agreement with the Florida Department of Children and Families (Department), Emergency Shelter Grant Shelter Facilities, (Grant Agreement KJ746), a copy of which is attached as Attachment B. Per paragraph B of the agreement, "The Recipient shall include or cause to be included in subcontracts (at any tier) the substance of all clauses contained in this agreement that mention or describe subcontract compliance."

To follow are these agreement sections/paragraphs that would apply to SHAL as the operator/subcontractor of the KOTS

- D. Audit, Records, Etc
- E. Indemnification and Insurance
- F. Risk Prevention
- K. Sponsorship
- N. Information Security Obligations
- R. Support to Deaf or Hard-of-Hearing
- S. Employment Eligibility Verification

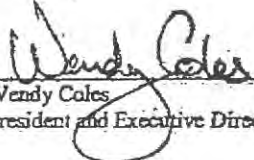
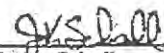
14. Paragraph Headings of Agreement. The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
15. Interpretation of Agreement. The parties agree that in all cases, the language of this Agreement shall be construed according to its fair and simple meaning and not strictly for or against either party.
16. Integration and Amendment of Agreement. The parties acknowledge that the terms of this Agreement may vary from the terms negotiated or as evidenced by preliminary agreements between the parties made prior to the execution of this Agreement. The parties agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements, and that there are no other agreements other than those contained herein, that this Agreement shall be and is the final expression of the Agreement of the parties and shall control.

17. Amendment to Agreement. No modification of the Agreement shall be valid unless in writing, executed by the parties of this Agreement.
18. Governing Law. The validity, meaning and effect of this Agreement shall be determined according to Florida law. Venue for any legal proceeding including mediation and arbitration shall be Monroe County, Florida.
19. Time is of the Essence. It is specifically declared and agreed that time is of the essence of this Agreement.
20. Notices. Notices required to be given under this Agreement or for any other purpose shall be sent by courier to the address specified above for each party or by certified mail, return receipt requested as follows:

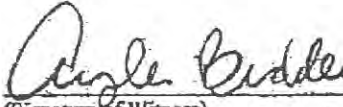
For CITY: City Manager, City of Key West  
P.O. Box 1409  
Key West, FL 33041-1409

For SHAL: President and Executive Director  
Southernmost Homeless Assistance League, Inc.  
P.O. Box 2990  
Key West, FL 33045-2990

Southernmost Homeless Assistance League, Inc. City of Key West


3/20/2012  20 MARCH 2012  
Wendy Coles (Date) James Scholl (Date)  
President and Executive Director City Manager

WITNESS:

  
(Signature of Witness)

Angela Bidde  
(Print Name of Witness)

ATTEST:

  
Cheryl Smith  
City Clerk

  
(Signature of Witness)

Vivian Perez  
(Print Name of Witness)



RESOLUTION NO. 14-184

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, ACCEPTING THE ATTACHED 2013 EMERGENCY SHELTER GRANT AGREEMENT #KPZ19 FROM THE STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES IN THE AMOUNT OF \$54,442.00; AUTHORIZING A BUDGET INCREASE IN THE AMOUNT OF \$54,442.00 TO REFLECT RECEIPT OF GRANT FUNDING TO THE GENERAL FUND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That grant agreement #KPZ19 from the State of Florida Department of Children and Families is hereby approved and accepted.

Section 2: That a budget amendment is authorized to effectuate a change in the FY 13-14 general fund to reflect receipt of the \$54,442.00 grant funding.

Section 3: That the City Manager is authorized to execute the contract upon consent of the City Attorney.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

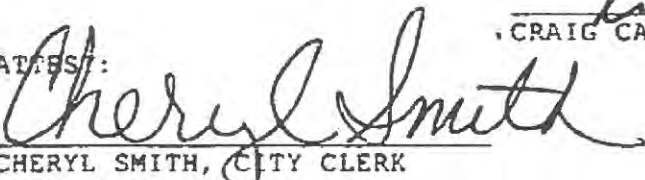
Passed and adopted by the City Commission at a meeting held  
this 1st day of July, 2014.

Authenticated by the Presiding Officer and Clerk of the  
Commission on 2nd day of July, 2014.

Filed with the Clerk on July 2, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Absent</u>

ATTEST:

  
CHERYL SMITH, CITY CLERK

  
CRAIG CATES, MAYOR

3



## Tab 3

Budget and Match Forms  
Budget Narrative



**BUDGET AND MATCH FORM**  
**Emergency Shelter Facilities**

<u>Eligible Activity</u>		Grant \$	Match \$
1.	<b>Essential Services</b> (list activities)		
A.	Case Manager wages and benefits	\$ 38,000	\$
B.	Employment Case Manager wages and benefits	\$ 34,000	\$
	i.	\$	\$
	ii	\$	\$
2.	<b>Shelter Operations</b> (list activities)		
A.	Equipment	\$ 1,500	\$
B.	Furnishings	\$ 1,000	\$
C.	Maintenance	\$ 500	\$
	i	\$	\$ 78,750
3.	<b>Hotel or Motel Vouchers</b>		
A.	ONLY if there is no emergency shelter available or appropriate for a homeless family or individual	\$	\$
4.	<b>Renovations</b>	\$	\$
5.	<b>HMIS</b>	\$	\$
6.	<b>Administrative Costs</b> [Cap 5%]		
A.	Local government/shelter operator	\$ 3,750	\$
B.	Private non-profit organization	\$	\$
<b>TOTAL BUDGET</b>		\$ 78,750	\$ 78,750

Attach a detailed list of the sources of the required match, including the breakdown by amount of cash match, and/or in-kind services and valuation of such in-kind match.

Applicant: JK Sedall

## Budget Narrative

For current fiscal year (October 1, 2014 – September 30, 2015), the City of Key West (the “City”) has a \$56.6 million budget. The City is currently in the budget review process for the next fiscal year, October 1, 2014 – September 30, 2015. The City is a Florida municipal government. As such, the City receives funding through a variety of sources, including fees, taxes and grants.

Of the \$56.6 million budget, the City of Key West allocated \$444,000 (plus utilities) for the homeless services for the current fiscal year. Keys Overnight Temporary Shelter (KOTS) is specifically allocated \$415,000 in funding.

The City does not expect to exceed the dollar level by which OMB Circular A-133 Audit is required.

The following is the projected usages of grant funds:

### Essential Services

Staffing:	Case Manager wages (benefits paid by SHAL)	\$38,000
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Staffing:	Employment Case Manager wages (benefits paid by SHAL)	\$34,000
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### Shelter Operations

Equipment-Technology computer/printer/software	\$1,500
--	---------

Furnishings-Office furniture/file cabinets	\$1,000
--	---------

Maintenance-Safety and maintenance repairs	\$500
--	-------

### Administrative Costs

General overhead expenses of KOTS	\$ 3,750
-----------------------------------	----------

<b>Total grant budget</b>	<b>\$78,750</b>
---------------------------	-----------------





Tab 4

Written Standards



**SHAL**

**KEYS OVERNIGHT  
TEMPORARY SHELTER**

***STANDARD OPERATING PROCEDURES***

21 October 2013

# KEYS OVERNIGHT TEMPORARY SHELTER STANDARD OPERATING PROCEDURES

TOPIC	Page
General Principles	3
<b>Part 1 – Shelter Activities</b>	
I. Who may be served by the KOTS?	4
II. Entry on duty	6
III. Intake	6
IV. Assessment	8
V. Post-intake activities	10
VI. Outtake	10
VII. Conduct of staff and general responsibilities	
VIII. Trespass	
<b>Part 2 – Case Management</b>	
I. Initial case management	
II. Discharge	
III. Services	3
III.A. Local identification cards	4
III.B. Driver's Licenses	5
III.C. Relocation (bus tickets)	6
III.D. Mail	7
III.E. Local bus passes	8

III.F.	Clothing	9
III.G.	THE CASE MANAGER telephone	10
III.H.	Housing and shelter requests	11
III.I.	Hygiene and first aid	12
III.J.	Birth certificates	13
III.K.	Disability benefits	14
III.M.	Prescription assistance	19
IV.	Administration	15
Attachment 1 – Florida Statue		
Attachment 2 – Federal Definition of Homeless		
Annex 2 – ESG Habitability Standards		17
Annex 4 – Sample Business Partnership Agreement		19
Annex 5 – HUD Rule on Street Outreach		20
Annex 6 – THE CASE MANAGER Intake Form		21

## **GENERAL PRINCIPLES**

These operating procedures are to be followed by shelter attendants and case managers at the Keys Overnight Temporary Shelter (KOTS).

To the extent that these procedures are inconsistent with Federal, State, or municipal law and regulations, those laws and regulations must be followed. If an inconsistency is identified, the Operations Director or the Executive Director should be notified and the procedures should be amended.

If a shelter attendant or caseworker believes the application of the procedures in a unique situation would be detrimental to the client and public, the shelter attendant or caseworker should ask the Operations Director or the Executive Director for a waiver of procedures for that situation with respect to that client. For example, there may be good reasons that disciplinary consequences for an individual incident may be more severe than justified. The Directors may waive the procedures in these situations unless they are prohibited by law or regulation.

Shelter attendants and case managers should note areas where the procedures are not accurate, lack clarity or completeness, or could be improved generally. They should forward these notes to the Operations Director as appropriate so that the procedures can be updated.

NOTE: Other service providers are mentioned through this document. Contact information and additional information about their services may be found at the "Resources" tab on the SHAL website, [shalkw.org](http://shalkw.org).



## **PART 1 – SHELTER ACTIVITIES**

### **I. Who may be served by at KOTS?**

The Keys Overnight Temporary Shelter (KOTS) is intended to provide essential services to adult, homeless individuals.

The definition of a homeless individual is one who lacks, a fixed, regular, and adequate nighttime residence meaning:

- (i) the individual has a nighttime residence that is public or private place that is not meant for human habitation, for examples, the mangroves or the beach;
- (ii) was living in a publicly or privately operated shelter designated to provide temporary living arrangements, for example FKOC or Catholic charities, or
- (iii) is existing an institution where he or she resided for 90 days or less and who resided in a an emergency shelter or place not meant for human habitation immediately before entering the institution, for example, someone who was released from detention and had no home before detention.

This definition was drawn from the Federal Regulations and the Florida statute. See Attachment 1 and Attachment 2 for details.

Homeless individual under 18 years old should not be admitted to KOTS. Rather they should be referred to the Florida Keys Children's Shelter, with which SHAL has a Memorandum of Understanding.

Homeless families (with children) should not be admitted to KOTS. Rather, they should be referred to Samuel's House, with which SHAL has a Memorandum of Understanding, or Wesley House.

If there are any questions about whether a potential client is homeless or at risk of homelessness, contact the Operations Director or the Executive Director.

NOTE: Courtesy should be shown to all people who request services at the KOTS, even if they are not homeless. Efforts should be made to direct people who are not homeless to service providers who may be able to assist them.

## **II. Entry on duty**

- A. Upon arrival at KOTS, shelter attendants shall sign in using the electronic time clock.
- B. Upon arrival, the shelter attendants and case managers shall review the entries in the Logbook, maintained in the front area of the administration trailer, from their last shift to the present. The Logbook contains information on significant events that during each shift and communications from the Operations Director. Additional instructions on making entries and using the Logbook will follow.
- C. The shelter attendant conducting intake that evening should prepare a worksheet that includes the names of those who use KOTS regularly or who used KOTS the previous evening. The worksheet should also allow for an indication of whether the user obtained a sheet and a towel for the night and indicate which bed space was assigned to the user.

## **III. Intake**

### Timing and Staffing

- A. Users are not permitted on the Sheriff's property before 6:30 pm, except for those users who participate in KOTS I (cleaning or other duties) and have KOTS I passes, who may enter at 5:30 pm.
- B. Intake should begin at 5:30 pm when users in KOTS I start to enter. Other users may not enter until 6:30 pm.

### Monitoring Entry

- C. Two shelter monitors shall monitor entry of users into KOTS.
- D. These shelter attendants shall refuse entry to those prior users that were trespassed for the duration of the trespass. Trespasses are indicated in the Logbook and on sheets posted in the In-take Booth and the office of the Operations Director. See Section VIII on Trespass.
- E. Shelter attendants may refuse entry to and/or trespass users who are violent, disruptive, or incapacitated. Shelter attendants may insist that users take a breath test to determine their level of intoxication.
- F. Shelter attendances may check bags and personal items for alcohol, drugs, weapons, or other items that are forbidden at KOTS. Forbidden items may be

confiscated and the user may be trespassed. Return of the items in the morning is at the discretion of the shelter attendants on duty at that time.

#### General Intake

- G. Once the shelter attendants allow users to enter, users should go to the Intake Booth and the intake shelter attendant should note prior users on the worksheet, whether they acquired a sheet and a towel, and assign them bed spaces. If a user has not been to KOTS previously, the in-take shelter attendant should get the name and bed space of the new user and should inform the new user that a shelter attendant will contact him or her later in the evening to complete assessment forms.
- H. Intake shelter attendants also note requests for wake-up calls and note the bed number and time. Wake-up calls should only be provided for good reasons such as employment. A sample call sheet is provided in Attachment 3.
- I. Shelter attendants should conduct an assessment of new users as early as practical following the procedures set forth in Section IV, entitled Assessment.
- J. There are two types of bed spaces – reserved and unreserved. Reserved bed spaces are only available on those users who have been assigned spaces by the Operations Director due to employment, medical problems, or other reasons. A list of reserved spaces will be available in the Intake Booth. Unreserved spaces will be assigned on a “first come, first served” basis by the intake shelter attendant. The intake shelter attendant should try to accommodate requests to the extent practical.

#### Terminating General Intake

- K. The intake shelter attendant shall direct that the gates be closed and general intake terminated when the number of users reaches 140 or at 9 pm, whichever is first.

#### Intake under Special Circumstances

- L. After general intake is terminated, the intake shelter attendant shall admit users in the following circumstances:
  - release from the detention center, with papers,
  - release from a hospital, with papers,
  - request by the Key West Police Department,
  - arrival in Key West by Greyhound® bus, with papers,
  - verified employment,
  - permission of the Operations Director (e.g., referrals from other service providers with which SHAL has Memoranda of Understanding.).

Intake under special circumstances should be reported on a KOTS Incident Report (See Appendix 4) and should be recorded in the Log. The Incident Report should be placed on the desk of the Operations Director.

#### HMIS Data

- M. Shelter attendants will enter information from the intake worksheets as promptly as possible into the HMIS database.

#### **IV. Assessment**

- A. A shelter attendant will initiate an assessment of each new user by requiring the user to complete the individual intake form (See Attachment 5) in its entirety as well as the Pathways Authorization Form (See Attachment 6) that should be attached to the intake form.

NOTE: The Client Intake Form follows the input sequence for the HMIS provided by Pathways. By October 2013, however, it is expected that the HMIS will migrate to a new provider and forms will have to be adjusted.

NOTE: It is expected that the Monroe County Continuum of Care will adopt a Coordinated Assessment System (CAS) in the near future. When adopted, the KOTS will use the common intake form and refer clients through the System to housing providers and mainstream benefits such as employment, medical and mental health providers, and ACCESS.

1. Determine if the user has special needs, such as interpretation, or auxiliary aids or services for the deaf or hear of hearing. Note such needs on the appropriate form in the file of the client.
  2. The information on the user intake form should be entered into the HMIS, no later than 24 hours after intake.
  3. Verify, from the user intake form and the user, that he or she meets the appropriate definition of homeless, including whether services may be provided under the ESG grant.
- B. The shelter attendant should inform the user that he or she will be contacted by a case manager during this stay or future stays to ascertain the needs of the user and to develop a plan to obtain permanent housing for the user.
  - C. The shelter attendant should also provide the user with a copy of the KOTS rules and explain the rules to the user. (See Attachment 7) The user should sign a copy for the files.



- D. A paper file should be created to hold the paper intake form, the authorization form, the rules, and other documents created while the person uses KOTS.
- E. The paper files should be transmitted to the case managers for them to process users in accordance with Part 2 of this Standard Operating Procedure.

**V. Post-intake responsibilities**

- A. Lights out is at 9:30 pm.
- B. After lights out, shelter attendants should enter HMIS data and start laundry and clean up.
- C. Shelter attendants should note returned linens.

**VI. Outtake**

- A. Shelter attendants should clear the dormitories at 7 am, and ensure that all users, except KOTS I users, exit KOTS by 7:30 am.
- B. Shelter attendants should collect the remaining linens and note the return on the sign-in log.
- C. Shelter attendants should supervise KOTS I users in cleaning KOTS and doing laundry.
- D. Shelter attendants should cross check the sign-in sheets with the HMIS lists for accuracy.
- E. Shelter attendants should prepare KOTS for intake.

**VII. Conduct of staff and general responsibilities**

- A. All users will be treated with kindness, empathy and respect at all times by shelter attendants and other users.
- B. Staff shall not discriminate in the treatment of users or other staff on the basis of race, color, religion, sex, national origin, disability, age, or marital status.
- C. Staff shall immediately report any knowledge or reasonable suspicion of abuse neglect, or exploitation of an aged or disabled to the Operations Director. The

Director, in turn, should report the abuse to the Florida Abuse Hotline at 1-800-96ABUSE as required by Florida law.

**VIII. Trespass**

- A. Users must follow the rules enumerated on the document signed at the first intake or posted at KOTS. Also, users must obey instructions of the shelter attendants.
- B. Violence to staff or other users is not permissible.
- C. Failure to follow the rules shall be reported on
- C. Failure to follow the rules may result in “trespass” – the prohibition of entry into KOTS.
- D. The following are examples of actions that warrant trespass and minimum periods of trespass for those actions. The Operations Director may increase or decrease the duration of trespass when equity demands.

<b>TRESPASS</b>	
ACTIONS SUBJECT TO TRESPASS	DURATION OF TRESPASS
Alcohol, possession	First offense – 2 wks Subsequent offenses – 1 month
Alcohol, lack of sobriety (sobriety test at 0.16 percent – twice legal limit)	Trespass until sober
Alcohol, refusal to take sobriety test	2 weeks
Drugs, illegal, possession	First offense – 2 wks. Second offense – 1 month Third offense – permanent and notify Sheriff

Food/drink in sleeping areas	First offense – 1 wk/clean toilets Second offense – 2 weeks Third offense – 1 month
Stealing (witness and 100 percent certainty)	Permanent
Urination in non-designated areas	First offense – 1 wk/clean toilets Second offense – 2 weeks Third offense – 1 month
Threat to staff (physical or serious verbal abuse)	Permanent
Threat, verbal to staff or users	Trespass
Violent behavior – Sheriff called  Minor offense Major offense Endangerment to User or Staff	1 wk. 2 wks. Permanent
Violent behavior -- Sheriff not called	Trespass the aggressor
Unauthorized presence on KOTS property	First offense – 2 wks. Second offense – 1 month Third -- permanent

- E. Trespasses should be noted in the Log and an KOTS Incident Report should be completed. (See Attachment 4.)
- F. The Operations Director should notify the Key West Police Department (Quality of Life Office Gary Lovette) and the Monroe County Sheriff's Office (Lt. Elomina) of permanent trespasses.

**IX. Interventions by others**

- A. In case of violent behavior, medical emergencies, or other emergencies, shelter attendants should contact emergency services for the Sheriff, the Emergency Medical Service, or others to intervene.
- B. These interventions should be reported on the KOTS Incident Report (See Attachment 4.) and in the Log.



## **PART 2 -- CASE MANAGEMENT**

### **I. Initial Case Management**

#### User interview.

- A. Case managers should conduct an interview with the user as soon as practical after intake to determine what the user needs to obtain permanent housing. Housing needs may vary widely. Some may need supportive living facilities, some may need treatment centers, and others may need assistance finding affordable housing. To obtain and maintain a form of housing, users may need other services such as medical or mental health services, assistance in obtaining documentation to obtain jobs, or assistance in finding a job.
1. The case manager should try to understand why the user is homeless. Ask the client what services he or she believes they need.
  2. Based on history and the request for services, the case manager should recommend a plan for obtaining the services the user needs to obtain effective housing.
  3. Optimally, the plan would be written and signed by the user and the case manager. A copy should be given the user and another placed in the paper file.
  4. The interview and the creation of a plan should be noted in the HMIS system.
  5. As part of the initial interview, the case manager should also determine if the client may be eligible for disability using the client intake and other information provided by the client. If the client may be eligible, refer the client to the case manager(s) who specialize in obtaining disability benefits, who will follow the procedures in Section III.K of this Part.
  6. Case managers should also determine if the food stamp program available through ACCESS is appropriate.
  7. The case manager and the user should begin executing the plan.

#### Abuse or Neglect

- B. Case managers shall immediately report any knowledge or reasonable suspicion of abuse neglect, or exploitation of an aged or disabled to the Operations

Director. The Director, in turn, should report the abuse to the Florida Abuse Hotline at 1-800-96ABUSE as required by Florida law.

#### Single Case Manager

- C. The original case manager should, to the extent possible, continue to work with the user while he or she is at KOTS.

#### Confidentiality

- D. Case managers may receive “health information” from clients or from other institutions when attempting to assist those clients. Health information is any information, whether oral or recorded in any form or medium relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual. *(Based on the HIPPA Regulations)*
- E. Health information should not be used or disclosed except as authorized by the client (e.g., a signed representation agreement for Social Security matters) or as provided in a Business Associate Agreement with another entity. A typical Agreement is provided in Attachment 8.

#### Special Services

- F. The following vendors may be able to supply special services needed by clients. Please contact the Operations Manager or the Executive Director to make arrangements to use these services.
  - 1. Birnbaum Interpreting Services: Video Remote Interpreting (VRI), video conferencing on the Internet to enable deaf, hard-of-hearing, or hearing individuals in the same room via a live remote interpreter.
  - 2. Pacific Interpreters: Language Interpretation and translation, including sign language – video, audio, and document services.

## **II. Discharge**

- A. Discharge clients when the clients transfer to another service provider, relocated, or if they obtain housing and no longer need case management.
- B. The discharge should be noted in the HIMIS system.

- C. The reason for discharge is listed in HMIS, *e.g.*, obtained stable housing, relocated, non-compliant, *etc.*
- D. If there has been no contact with a client for 30 days, the case manager should discharge the client and note the discharge in the HMIS, unless there is a good reason not to discharge the client. In which case, the reason should be noted in the HMIS system.
- E. Once discharged, the client's paper file will be moved to the discharge files section.
- F. Discharged files must be retained for at least five years after the date of discharge, unless required by law to be retained for a longer period.
- G. All files should be shredded after the passage of the retention period.

### **III. Services**

Procedures for directly providing various services follow. Caseworkers should also refer clients to other service providers as appropriate.

A comprehensive list of service providers in Monroe County for food, housing, medical services, substance abuse prevention, job services, transportation, identification services, and veteran's services is available in the Resources section of the SHAL website – [shalkw.org](http://shalkw.org).

Case managers should bring this list to the attention of clients and should refer clients to these service providers as appropriate.



A. *Local identification cards* from the Department of Motor Vehicles

1. The case manager can assist clients in obtaining identification cards but cards cannot be obtained immediately.
2. The process is the same for a client who is from out-of-state as it is for a Florida resident without a GOLD STAR on his or her identification, which means that the client has provided the necessary documentation.
3. The client will need the following:
  - 3.a. an original birth certificate with a raised seal (NO COPIES);

NOTE: The case manager may assist clients in obtaining birth certificates – see Part III.J.

- 3.b. a Social Security card or Social Security release form (copies of forms attached).
  - 3.c. two forms verifying residence or a verification of homelessness and residency at a shelter or housing facility (copies of forms attached).

NOTE: A form verifying residence could be a utility bill, bank statement, or letter from a government office.

NOTE: The case manager can verify the homelessness of those clients using the Keys Overnight Temporary Shelter by completing a standard form.

NOTE: Identification cards are free if the application includes a homelessness verification letter. The case manager does not pay for identification cards for those who do not have a verification letter.

SEE: DMV file-sample.

4. Actions should be noted in the HMIS system.

Social Security Release

FORM APPROVED OMB No. 0960-0566

Social Security Administration  
Consent for Release of Information

Form Approved  
OMB No. 0960-0566

TO: Social Security Administration

\* \_\_\_\_\_ \* \_\_\_\_\_ \* \_\_\_\_\_  
Name Date of Birth Social Security Number

I authorize the Social Security Administration to release information or records about me to:

NAME ADDRESS  
Department of Motor Vehicles FAX 305-293-6337

I want this information released because:  
to obtain a Driver's License and/or ID card.

(There may be a charge for releasing information.)

Please release the following information:

- Social Security Number *Printout*
- Identifying information (includes date and place of birth, parents' names)
- Monthly Social Security benefit amount
- Monthly Supplemental Security Income payment amount
- Information about benefits/payments I received from \_\_\_\_\_ to \_\_\_\_\_
- Information about my Medicare claim/coverage from \_\_\_\_\_ to \_\_\_\_\_ (specify)
- Medical records
- Record(s) from my file (specify) \_\_\_\_\_
- Other (specify) \_\_\_\_\_

I am the individual to whom the information/record applies or that person's parent (if a minor) or legal guardian. I know that if I make any representation which I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

\* Signature: \_\_\_\_\_  
(Show signatures, names, and addresses of two people if signed by mark.)  
\* Date: \_\_\_\_\_ Relationship: \_\_\_\_\_ \*



## Homeless Verification

### **Southernmost Homeless Assistance League**

#### **Mobile Outreach Project**

P.O. Box 2990 | Key West, FL 33045

P: 305.600.7624 F: 305.396.3329 | mopkeywest@gmail.com

Wednesday, July 17, 2013

Subject: Verification of Homeless Status

The Mobile Outreach Project of SHAL certifies that NAME meets the definition of a homeless person in accordance with state law. [Section 420.621, Florida Statutes]

This agency provided the following services to this individual:

Street Outreach, Assessment and Referral

Supportive Services: hygiene, clothing, transportation, etc.

Personal Identification Services: birth certificate, social security, etc.

Other Specify: \_\_\_\_\_

Based on this agency's records, NAME, has the following residence address, which is a homeless shelter:

5537 College Road  
Key West, Florida 33040

Evidence to document the basis of this determination of NAME status as homeless is maintained in this agency's file.

Sincerely,

Angelo L. Benowitz  
Case Manager  
Mobile Outreach Project of  
Southernmost Homeless Assistance League



Certification of Residence



DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
 DIVISION OF MOTORIST SERVICES  
 2909 Apalachee Parkway  
 Neil Kirkman Building - Tallahassee, FL 32399

Date \_\_\_\_\_

CERTIFICATION OF ADDRESS

I do hereby certify that:

Name (First) (Middle) (Last)

Date of Birth \_\_\_\_\_

I am residing at/ resides with me at:

Street, Apartment # \_\_\_\_\_

City State Zip Code

- Home Owner\*\*
- Parent/Step-Parent\*
- Shelter\*\*
- Guardian\*
- Transient\*\*
- Landlord\*
- Inmate\*\*
- Other \_\_\_\_\_

Signature of Addressee First Name of Addressee Date

INSTRUCTIONS:

- \* This form must be accompanied by two proofs of residential address in the addressee's name. (The proofs must be from different sources.)
- \*\* Customer will be required to complete certification of address form, if letter is presented and completed by a shelter, public assistance agency representative or the Department of Corrections for the customer named above. Two additional proofs will not be necessary. An exception will be required if no letter is presented.

Order Form, CS-1. <http://www.gatornet.com>

HS524 7-1199 (Rev 07/11)

III.B. *Driver's licenses* from the Department of Motor Vehicles.

1. Clients need the same documentation as they do for identification cards in part III.A.
2. The case manager does not pay for driver's licenses unless the license is absolutely *required* for a confirmed and verified job in Key West, e.g., cab driver.
3. Actions should be noted in the HMIS system.

III.C. *Bus tickets for relocation outside of Key West.*

1. A relocation bus ticket is a ONE-TIME service. FUNDS UNDER THE ESG GRANT MAY NOT BE USED TO PURCHASE BUS TICKETS. THE CLERK'S DRUG ABUSE TRUST FUND GRANT MAY BE USED.
2. The case manager will only provide a relocation bus ticket for a valid reason – that is providing the ticket should lead to obtaining a permanent home. Valid reasons include:
  - 2.a. a job;
  - 2.b. reunification with family;
  - 2.c. rehabilitation; and
  - 2.d. return to a residence elsewhere after being stranded in Key West.
3. All requests must be verified by a contact person at the destination, e.g., the employer, family member, official of the rehabilitation facility.
4. The case manager will only subsidize \$100 of the purchase price of the ticket. The client is expected to obtain the difference from wages, friends, family, or other service providers.
  - 4.a. The case manager does not purchase redeemable tickets.
  - 4.b. Purchase of a ticket on-line should be limited to instances when the client will pay the \$18 charge for purchase by a non-traveling person.
  - 4.c. In extraordinary circumstances, the case manager may pay the entire cost of the ticket. Full-cost payment may only be authorized by the Operations Director or the Executive Director.
5. The client must sign the standard agreement acknowledging that providing the ticket is a one-time service and that SHAL expects reimbursement in the client returns to Key West within a year of the date of purchase of the ticket.
6. Actions should be noted in the HMIS system.

### III.D. *Mail*

1. Users may use the SHAL address (P.O. Box 2990, Key West, FL 33045) as a temporary address for receiving mail from the U.S. Postal Service.
2. Clients should be advised that they are responsible for routinely checking to see if they have mail. The case manager will only retain client mail for 30 days. It will be returned to sender after 30 days from pick up at Post Office
3. Clients should be advised that they are responsible for completing the appropriate change of address procedures if they obtain housing.
4. Clients should be advised that they are NOT permitted to ask the staff of the U.S. Postal Service to retrieve mail from the post office box.
5. Granting permission to a client to use the SHAL address should be noted in the HMIS system. Individual pick-ups of mail need not be noted.



### III.E. *Local bus passes*

1. The case manager may supply local bus passes for:

the elderly and disabled;  
legitimate job-related activities; and  
medical or legal appointments.

For example, the case manager may not supply local bus passes merely because a client does not feel like walking. On the other hand, the case manager should supply a pass if the client's feet are swollen and bleeding.

2. Case managers should write "KOTS" and the date of issue on the back of the ticket.
3. Actions should be noted in the HMIS system.

### III.F. *Clothing*

1. Clothing is usually available from several sources.
2. A limited amount of clothing is available on the vehicle. Clients are allowed to look through what is there and take what they need.
3. The Salvation Army will provide homeless clients with clothing without payment and without referral. A referral is needed, however, if the client wants clothing for employment or educational activities. There is a sample referral letter in the files that must accompany the client seeking special clothing.
4. St. Peter's Episcopal Church also provides clothing. Clients may be referred to St. Peter's by writing St. Peter's, the client's name, and the date on the back of the case managers business card.
5. Actions should be noted in the HMIS system.

III.G. *Use of the THE CASE MANAGER telephone*

1. Users may use a SHAL telephone for business-related calls.
2. Users may use the SHAL to contact other service providers. A list of providers is available in the vehicle and on [www.shalkw.org](http://www.shalkw.org). If the user wishes to schedule an appointment with another service provider, case managers should volunteer to place the call because initial contact by the case manager may expedite services.
3. Actions should be noted in the HMIS system.

### III.H. *Housing and shelter requests*

1. A client can go directly to the Keys Overnight Temporary Shelter without referral. The client must, however, arrive before the gates are closed for the evening.
2. A comprehensive list of housing providers is available in the Resources section of the SHAL website – [shalkw.org](http://shalkw.org). Contact with these other providers must usually be made by the case manager. Usually, the case manager must call and set an appointment for the client to be screened. The following examples are provided.
  - 2.a. For the men's program at FKOC, the case manager must call ahead and make arrangements for intake.
  - 2.b. For the women's program at FKOC, the case manager must complete a referral form found in the files and fax it to FKOC before they will make an appointment.
  - 2.c. Samuel's House will screen the client in a telephone call set up by the case manager.
3. Case managers should ensure that they refer clients only to housing that is habitable as described in the ESG Housing Habitability Standards Inspection Checklist reproduced in Annex 2.
4. For clients who do not have savings but have income, assistance is available for acquiring first and last month's rent to submit at the beginning of their lease. Coldwell Banker Foundation is one source.
5. All actions should be noted in the HMIS system.



III.I. *Hygiene and first aid supplies.*

1. Limited supplies of hygiene and first aid supplies may be available at KOTS and may be distributed to clients.
2. Routine distributions to users do not have to be noted in the HMIS System.

### III.J. *Birth Certificates*

1. Determine where the client was born – state, city, hospital. Go on-line and find the department of vital records for that location. Normally, each department has a form for requesting birth certificates. Some of these forms are in the files, but normally a copy may be found on the Department's website.

NOTE: For those born in Florida, the forms are available at KOTS and from the Monroe County Health Department in the Gato Building. The fee for a Florida birth certificate is \$16 and may be paid by credit card.

2. Request a current state-issued photographic identification from the client as most states will request one. Make a copy for inclusion in the application for a birth certificate.
  - 2.a. Ask what other identification may be available, e.g., expired identifications, mug shots.
  - 2.b. Call the vital records office and ask if the identification you have is acceptable or if there are other forms of identification that are acceptable. Usually, the staff of the vital records office is helpful.
3. Get the client to SIGN the request for a birth certificate when the client requests it. Otherwise, the client may not return promptly and the request will be delayed.
4. Once the request form is complete and SIGNED by the client and the required forms of identification (if any) are compiled, request a check from the Bookkeeper (George Hurd) by e-mail. The e-mail should include the name of the vital records office, its address, the amount of the fee for the birth certificate, and the client's name.
5. When the Bookkeeper forwards the check, forward the the request, forms of identification, check, and a self-addressed, stamped envelope (SASE) to the vital records office. The address on the SASE should be the SHAL address (P.O. Box 2990, Key West, FL 33045) – not the client's address – so the issuance of the birth certificate can be tracked.
6. Currently, Angelo Benowitz, on the SHAL staff, is a notary.
7. Always ask the staff member in the vital records office about the timeframe for processing the request. Inform the client of the expected date of receipt of the birth certificate.
8. Do not use the on-line service called Vital Check except when there are extraordinary reasons for obtaining the birth certificate immediately. While they will provide a birth certificate and charge a credit card directly, the fees are prohibitive. Obtaining certificates from the vital records office is usually less expensive and more flexible.

9. All actions should be noted in the HMIS system.

### III.K. *Disability benefits*

1. All requests for social security disability benefits will be referred to the designated and trained SOAR case manager(s).

NOTE: SSI/SSDI Outreach, Access, and Recovery (SOAR) is a national project funded by the Substance Abuse and Mental Health Services Administration (HHS) that is designed to increase access to Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) for eligible adults who are homeless or at risk of homelessness.

2. The SOAR case manager must determine that the client is “homeless” or “at risk of homeless” as those terms are defined by Federal law and must document the grounds for that determination. Charts to assist the case manager in determining whether a client meets the definitions and the required documentation are found in Annex 3.
3. The client must sign the SOAR form that authorizes SHAL staff to assist the client in obtaining SSI or SSDI benefits (see attached form).
4. The case manager shall make an initial determination whether the client is likely to be eligible for benefits using the procedures outlined in the SOAR training manual entitled *Stepping Stones to Recovery*, by Perret and Dennes, and published by the U.S. Department of Health and Human Services and the SOAR website at <http://www.prainc.com/soar/about/default.asp>.
- 4.a. If the client is not, the case manager will inform the client that it is not appropriate to request benefits.
- 4.b. If the client appears likely to be eligible, the case manager will follow the procedures in the SOAR training manual entitled *Stepping Stones to Recovery* for applying for benefits.
5. Case managers should keep clients informed about each step in the process.
6. Case managers should contact the Primary Care Center operated by the Rural Health Network for medical certifications and Dr. Michael Hayes for mental health certifications.
7. Case managers should co-ordinate with the local office of the Social Security Administration, headed by Ms. Carmen Turner.
8. SSI and SSDI benefits are paid electronically into accounts into financial institutions. If successful in obtaining benefits, the client will not receive a check. If the client does not have an account, the case manager should help the client obtain one at a local institution.

9. The case manager should determine if the client is capable of managing the monetary benefits received. If not, the case manager should attempt to identify and establish a surrogate to assist the client with financial management. Licensed surrogates are preferred but family or friends may be used if the client does not want to use a licensed surrogate. UNDER NO CIRCUMSTANCES SHOULD SHAL OR ITS STAFF BE THE FINANCIAL SURROGATE.
10. During the application process, the case manager should assess the client's housing needs and identify possibilities for obtaining more suitable housing if benefits are received.

NOTE: If the case manager refers the client to a housing provider, the case manager should ensure that the housing is habitable under the ESG Housing Habitability Standards. See Annex 2.

SEE: Services paragraph 8.



SOAR Representation Form

### III.M Prescription assistance

1. *Publix* has a program that provides certain medications free if the requestor has a prescription. Information on the program may be found at <http://www.publix.com/pharmacy/Free-Medications.do>. Excerpts from the website follow.
  - 1.a. *Lisinopril*. An ACE inhibitor, lisinopril is used to prevent, treat, or improve symptoms of high blood pressure, certain heart conditions, diabetes, and certain chronic kidney conditions. A client may obtain a 30-day supply of this vital prescription FREE\* only at a Publix Pharmacy. (Maximum of 30 days supply (up to 60 tablets). Lisinopril-HCTZ combination products excluded.)
  - 1.b. *Antibiotics*. Due to the unavailability of generic Doxycycline Hyclate (capsules only), Publix is no longer able to offer this item as part of its Free Antibiotic Program. Free items include 14-day supply of the following generic oral antibiotics free:
    - Amoxicillin
    - Ampicillin
    - Cephalexin (capsules and suspension only)
    - Sulfamethoxazole/Trimethoprim (SMZ-TMP)
    - Ciprofloxacin (excluding Ciprofloxacin XR)
    - Penicillin
  - 1.c. *Metformin*. As part of the Publix Pharmacy Diabetes Management System, a person can get up to a 30-day supply (90 tablets) of generic immediate-release metformin (500mg, 850 mg, and 1000 mg) FREE.

## IV. ADMINISTRATION

### B. Mail

1. The Operations Director has the key to the post office box. A spare key is in the SHAL office.
2. The Operations Director, or designee, will collect the mail regularly and distribute it to the Executive Director, the Bookkeeper, and the case managers.
3. Mail for KOTS users shall be date stamped and filed in the accordion file alphabetically for pick up by the clients.
4. Case managers should regularly inventory postal supplies and provide the Operations Director a list of needed items before supplies are depleted.

### C. Keys

1. Staff members working at KOTS shall be issued a gate key and an office key. Lost keys should be reported to the Operations Directors.
2. The locks should be changed if an employee with keys leaves under adverse circumstances or if it appears that a key has been compromised.
3. Keys to other parts of the facility are located in the front office of the administration trailer for use by the staff. An emergency set is kept by the Executive and Operations Directors. If a key is lost, it should be noted in the Log.

### D. Computers and Internet

1. Sections 2.20 and 2.21 of the SHAL *Policies and Procedures* outline the appropriate use of SHAL computers and of access to Internet.
2. In addition, staff should not bring personal computers to KOTS.
3. Smart phones and handheld devices should only be used for telephone calls during working hours.
4. SHAL computers should only be used for SHAL business, *e.g.*, accessing HMIS and research for user needs. In no event should SHAL computers be used from playing games, watching videos, listening to music, *etc.*

### D. Leave

1. Section 2.12 of the SHAL *Policies and Procedures* outlines the conditions and procedures for taking leave.

2. The form in Appendix XX should be used for requesting leave.

E. *Emergency Plan*

1. Section 3 of the SHAL *Policies and Procedures* outlines the SHAL emergency preparedness plan.
2. During an emergency, KOTS may be closed. The following procedures will be undertaken to close and re-open KOTS.

Pre-emergency

1. Close KOTS.
2. Encourage users to visit emergency shelters.
3. Direct staff to secure the mats, trash containers, and outdoor furniture.
4. Remove awnings.
5. Move portable equipment, paper records (not captured electronically), linens, and supplies to the SHAL storage cell in the Juvenile Justice Center to the extent possible.
6. Request that staff, who are able, to work (with pay) at the temporary shelters and assist with evacuations.
7. Remove the master key depository and the log and procedures books to a safe place.
8. Remove the computer equipment necessary to determine time and attendance, to cut checks, and to enter activities into the HMIS system and deliver it to the Directors or the Bookkeeper as appropriate. Disconnect other electrical equipment.
9. Ensure all doors, cabinets, *etc.* are locked.
10. The main gate at KOTS should be locked.
11. Establish temporary offices for the duration of the hurricane and/or until KOTS is re-opened.

During Emergency

1. In the event Monroe County Emergency Management Department activates in-county shelters, the SHAL staff will, as available, provide assistance to the shelter managers with monitoring of the homeless clients population.

Post-emergency

1. Determine if KOTS is habitable. If not, they should work with the City Manager to repair or replace the facilities. Alternatively, they should work the City Manager to find alternate sites.
2. Assign employees to perform emergency services as appropriate. The Directors and the Bookkeeper should resume operations to the extent possible at temporary locations.
3. Reverse actions 3 through 7 above, to the extent possible, when KOTS or an alternate site is habitable. Re-open KOTS.
4. Notify the SHAL Chair, the City Managers, and other entities that KOTS re-opened.

3. Staff may be asked to assist at emergency shelters or with evacuations, with pay.







## Tab 5

Local Government  
Certification  
Certification Regarding  
Lobbying  
MyFloridaMarketplace  
Registration  
501(c)(3)-not applicable



**Certification of Local Government Approval  
For Nonprofit Organizations – Emergency Shelter Only  
Required by 25 C.F.R. § 576.202**

I, N/A \_\_\_\_\_ duly authorized to act on behalf of the  
(Name and Title)

\_\_\_\_\_ hereby approve the submission of the  
(Name of City or County Government) following

ESG Application proposed by \_\_\_\_\_  
Name of Agency

which will serve persons  
living in \_\_\_\_\_  
(Name of City or County)

This certification solely warrants that the jurisdiction has agreed to allow the nonprofit organization to seek the grant to be able to serve citizens in need who reside in this jurisdiction. This certification places no responsibility or liability upon the local government jurisdiction related to the nonprofit's performance of grant-funded activities in our jurisdiction.

By: N/A \_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

*This form **MUST BE** signed, dated and returned with the grant application in order for the application to be considered for funding.*

**CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans and  
Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

JK Scholl  
Signature

15 APRIL 2015  
Date

James K. Scholl, City Manager  
Name of Authorized Individual

LPZ16  
Application Number

P.O. Box 1409, Key West, FL 33041-1409  
Address of Organization

Please print this page for your records.

[Print](#)

## Registration Summary

### General Vendor Information

**Vendor Name:** City of Key West  
**Short Name (Does Business As):**  
**Ariba Network ID:**  
**Dun and Bradstreet Number:**  
**Web Site:** <http://www.keywestcity.com>  
**Federal Tax ID Number:** F596000346  
**Name that appears on 1099 Form:** City of Key West  
**W9 Status:** Valid W-9 on File  
**DFS W9 Last Update Date:** Nov 2, 2012  
**Business Designation:** Government Entity - City

### Contacts

Name	Title	Phone	Fax	Email
Nancy Kielman	Finance Director	305-809-3821	305-809-3806	ngibson@cityofkeywest-fl.gov
David Sermak	Accounts Payable	305-809-3819	305-809-3806	dsermak@cityofkeywest-fl.gov
Sue Snider	Purchasing	305-809-3815	N/A	ssnider@cityofkeywest-fl.gov

### Locations

City of Key West		Sequence 001
<b>P.O. Info:</b> <b>Orders:EMAIL</b> <b>Email:ssnider@keywestcity.com</b> <b>Fax:305-809-3806</b> <b>Contact:Sue Snider</b>	<b>Remit To:</b> <b>Fax:305-292-8260</b> <b>Contact:Nancy Kielman</b>	<b>Billing Contact:</b> <b>Email:</b> <b>Fax:305-809-3806</b> <b>Contact:Nancy Kielman</b>
PO Box 1409 Key West, FL 33041 Monroe US	PO Box 1409 Key West, FL 33041 Monroe US	PO Box 1409 Key West, FL 33041 Monroe US

### Certified Business Enterprise Info (CBE)



**Minority Business Designation:** Other Non-Profit  
**Woman Owned Designation:** Woman-Owned, Non-Certified  
**SDVBE Owned Designation:** SDVBE, Non-Certified

### Solicitation Selection

**Registered for Solicitations:** No  
**Registered for VBS:** No  
**Solicitation/Sales Contact Email:** N/A

### Florida Terms of Use

**Accepted:** 08/15/2003 by David Sermak

### Commodity Codes

No Commodity Codes Selected

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**MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)**

### ESG Lead-Based Paint Visual Assessment

All units in which ESG program participants reside are subject to LBP requirements. Individuals completing this form must complete the online HUD training:

<http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>

Program Participant Name: City of Key West / Southernmost Homeless Assistance League

Property Address: Keys Overnight Temporary Shelter (KOTS), 5537 College Road, Key West, FL

Property Owner Name: Monroe County

Check all that apply:

- Property was built after 1978
- Year Property Built: 2004
- No child under 6 lives with program participant
- Property is zero bedrooms, SRO housing, elderly housing
- Property has been tested and determined to not contain LBP (attach documentation)
- Property has had LBP hazards removed (attach documentation)

If any items are checked above, no Visual Assessment is required. Please include signatures of participant and agency, and date.

If no items are checked above – Visual Assessment required

- Interior: Is there any peeling, chipping, chalking or cracking paint?
- Interior: Deterioration exceeds the de minimis level?
- Exterior: Is there any peeling, chipping, chalking or cracking paint?
- Exterior: Deterioration exceeds the de minimis level?
- Common Areas: Is there any peeling, chipping, chalking or cracking paint?
- Common Areas: Deterioration exceeds the de minimis level?

Describe any action taken:

Program Participant:  Date: 21 APRIL 2015

Program Staff Person:  Date: 4/21/15

**CONGRATULATIONS**

*Carolyn Sheldon*

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*has successfully completed the U.S. Department  
of Housing and Urban Development,  
Office of Healthy Homes and Lead Hazard Control's*

**VISUAL ASSESSMENT COURSE**

*pursuant to 24 Code of Federal Regulations Part 35*

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*Jonnetta G. Hawkins  
Director, Program Management and Assurance Division  
Office of Healthy Homes and Lead Hazard Control*



*U.S. Department of Housing and Urban Development*