

RESOLUTION NO. 16-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "THIRD 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

WHEREAS, 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, in Resolution No. 14-289 the Commission approved a Second Amendment to Agreement to provide supporting documentation for reimbursement through a 2013 Emergency Solutions Grant Award; and

WHEREAS, upon the recommendation of City staff, the City Commission finds that a Third 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 2015 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 "Third 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 _____ 1st _____ day of _____ March _____, 2016.

Authenticated by the presiding officer and Clerk of the
Commission on March 2, 2016.


Filed with the Clerk March 2, 2016.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

THIRD AMENDMENT TO AGREEMENT

This Amendment to Agreement is entered into this 2nd day of March, 2016, 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 1st 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 9th 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 entered into a Second Amendment to Agreement on the 14th day of October, 2014, amending the Agreement to reflect the total amount of compensation due SHAL, including the funds for case management, a copy of which is attached hereto, incorporated by reference, and more particularly described as Exhibit "D"; and

WHEREAS, on 3-1-16, the City Commission of the City of Key West, Florida, passed Resolution No. 16-075, authorizing acceptance of Grant Agreement #KPZ40 from the State of Florida, which grant includes funds for operation of the Keys Overnight Temporary Shelter and is attached hereto and more particularly described as Exhibit "E"; and

WHEREAS, CITY and SHAL desire to amend the Agreement to reflect the acceptance of Grant Agreement #KPZ40.

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 and Second Amendments 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 2016 and on an annual sum as budgeted by the CITY for following fiscal years, which includes funding for maintenance/repairs, equipment, security wages and benefits and shelter supplies in Grant Agreement #KPZ40 for the duration of the grant in FY 2016.

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 #KPZ40), a copy of which is attached hereto as Exhibit D. 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 #KPZ40 apply to SHAL as the operator/subcontractor for the City.

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

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

CITY OF KEY WEST, FLORIDA

By: JK Scholl
James K. Scholl, City Manager

ATTEST:

Cheryl Smith
Cheryl Smith, City Clerk

SOUTHERNMOST HOMELESS
ASSISTANCE LEAGUE, INC.

Susan P. Harrison
Witness

Angela Besdile
Witness

By: Patrice Pelletier-Sanders
Patrice Pelletier-Sanders, Chairman



THE CITY OF KEY WEST

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

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

VIA: Sarah Hannah-Spurlock, Assistant City Manager

FROM: Carolyn Sheldon, Senior Grants Administrator

DATE: February 3, 2016

RE: **Approval of the attached Third Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL). Authorize the City Manager to execute the Third Amendment to Agreement.**

ACTION STATEMENT:

This resolution will approve the attached Third Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL). This resolution will authorize the City Manager to execute the Third Amendment to Agreement.

BACKGROUND:

The original Agreement with SHAL was entered into on October 1, 2011 and ended September 30, 2012 (Resolution 12-096) for the operation and maintenance of the Keys Overnight Temporary Shelter (KOTS). 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). The Second Amendment to Agreement, Resolution 14-289 passed and adopted by the City Commission on October 7, 2014, pertains to a previous Emergency Solutions Grant (ESG) grant that increased the amount paid to SHAL in FY 2015 and added language that required the same grant compliance standards applicable to the City also be applicable to SHAL as the operator/subcontractor of KOTS for the City.

PURPOSE AND JUSTIFICATION:

The City was awarded a new ESG grant in the amount of \$14,569.87. A third amendment to the City's agreement with SHAL is needed to provide sufficient

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

MEMORANDUM

supporting documentation to the grantor, Florida Department of Children and Families, of the City's agreement with SHAL to operate KOTS. The third amendment updates SHAL's contract to reflect the new ESG grant agreement contract number (KPZ40) and the scope of work included in the grant (maintenance/repairs, equipment, security wages and benefits and shelter supplies).

FINANCIAL IMPACT:

There is no financial impact with the approval of the Third Amendment to Agreement.

RECOMMENDATION:

Staff recommends that the City Commission approve the Third Amendment to Agreement between the City of Key West and the Southernmost Homeless Assistance League (SHAL).