

**MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** December 16, 2019

**RE: Grant Agreement with Tri-County Human Services-Homeless Initiative**

Attached for your consideration is a proposed Grant Agreement with Tri-County Human Services, Inc. (Tri-County) to provide outreach and case worker services for the City's homeless initiative. The City contracted with Tri-County for similar services during the 2019 calendar year.

Under the Agreement, the City will provide a sum not to exceed \$5,000 for one (1) case worker's associated office supplies, and a sum not to exceed \$98,000 for rapid rehousing, for a total not-to-exceed sum of \$103,000. Tri-County will provide one (1) case worker who will engage individuals in need and assist in connecting them with available social services. The case worker will screen for eligibility and establish priority for those who qualify for services. In addition, they will make referrals to mental health agencies if appropriate or other substance abuse treatment facilities, and facilitate medical services, food, clothing or emergency shelter. The caseworker will coordinate on an as-needed basis with the Lakeland Police Department and CRA.

The Agreement is for a term of January 1, 2020 through September 30, 2020 unless extended by written agreement of the parties. It is recommended that the appropriate City officials be authorized to execute the attached Grant Agreement with Tri-County Human Services, Inc.

attachment

**GRANT AGREEMENT**  
**between**  
**THE CITY OF LAKELAND**  
**And**  
**TRI-COUNTY HUMAN SERVICES, INC.**

This Grant Agreement (the "Agreement") is to be effective starting January 1, 2020, by and between City of Lakeland ("Lakeland"), whose address is 228 South Massachusetts Ave., Lakeland, FL 33801, and Tri-County Human Services, Inc. 2725 Highway 60, Bartow, Florida 33830 ("TCHS"), to achieve the various aims and objectives relating to the City of Lakeland Homeless Housing Initiative (the "Project"). Lakeland and TCHS are collectively referred to as ("Parties").

**WHEREAS**, Lakeland and TCHS desire to enter into an agreement in which Lakeland provides funding to TCHS in accordance with the terms hereof in establishing and furthering the Project;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

**1. Purpose**

The purpose of this Agreement is to set forth the terms and conditions upon which TCHS will implement the Project and Lakeland will provide financial support.

**2. Obligation of the Parties**

The Parties agree to collaborate to ensure that there is a united visible and responsible leadership of the Project and to evidence TCHS's administrative and managerial commitment to the Project.

**3. Scope of Services**

TCHS agrees to provide one (1) case worker, who shall provide activities and services in furtherance of the Project as set forth in Exhibit A.

**4. Resources**

TCHS will secure any financing necessary to fulfill their commitment herein, to include a PATH grant, as shown on Exhibit B, or such other sources of funding as may be available. Lakeland agrees to provide a sum not to exceed \$5,000 for one (1) case worker's associated office supplies, and a sum not to exceed \$98,000 for rapid rehousing, for a total not-to-exceed sum of \$103,000, as reimbursement for funds as they are expended by

TCHS in accordance with the rates and charges contained in Exhibit B.

**5. Communication Strategy**

Marketing or other public relations should always be consistent with the objectives of the Project and be authorized by the express agreement of the Parties. Coordinated communications should be made with external organizations to elicit their support in furtherance of the objectives of the Project. This Agreement is subject to the Florida Public Records Law, and specifically the provision attached as Exhibit C.

**6. Liability**

No liability will be assumed between the Parties as a result of this Agreement.

**7. Dispute Resolution**

In the event of a dispute between the Parties related to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Parties, together with one other person independent of the Parties appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Parties agree that a decision of the dispute resolution group will be final.

**8. Term**

The term of this Agreement shall commence on the date set forth above and end on September 30, 2020 unless extended. The term can be extended only by written agreement of the Parties.

**9. Notice**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the Chief Executives of the respective parties at the address set forth in the opening paragraph, with a copy to such other address as a party may have furnished to the other in writing.

**10. Amendment**

This Agreement may only be amended or supplemented by a writing signed by both Parties to the Agreement.

**11. Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Florida.

**12. Miscellaneous**

If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. This Agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Agreements, whether written or oral.

**13. Understanding**

It is mutually agreed upon and understood by and among the Parties to this Agreement that:

- a. Each Party will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this Agreement restrict the Parties from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each of the Parties will participate in the development of the Project.
- d. This Agreement will be effective upon the signature of both Parties.

This Agreement shall be signed on behalf of Lakeland by Tony Delgado, City Manager, and on behalf of TCHS by\_\_\_\_\_. This Agreement shall be effective as of the date first written above.

CITY OF LAKELAND, FLORIDA

TRI-COUNTY HUMAN SERVICES  
INC.

By:\_\_\_\_\_

By:\_\_\_\_\_

Tony Delgado, City Manager

Printed Name:

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

Attest: \_\_\_\_\_

Kelly S. Koos, City Clerk

Approved as to form and correctness:

\_\_\_\_\_

Palmer C. Davis, Interim City Attorney

# EXHIBIT A

Tri-County Human Services, Inc.  
COL Homeless Housing Initiative  
Scope of Services  
12/7/2018

## Scope of Work

Services that **may** be supported under this proposal include the following:  
Please note that the City of Lakeland services follow the Path Contract outlines as noted in the Scope of Work below. As resources become available to enhance City of Lakeland services TCHS will update this outline of Scope of Work.

**A. Outreach** - The processes involved in bringing into treatment individuals who do not access traditional services. Effective outreach utilizes strategies aimed at engaging persons to participate in the needed array of services. Outreach involves identification of individuals in need, screening, development of rapport, offering support while assisting with immediate and basic needs, and **r e f e r r a l** to appropriate resources. Outreach results in increased access to and utilization of community services by people who are homeless and have mental illnesses. Active outreach is defined as face-to-face interaction with literally homeless people in streets, wooded areas, under bridges, and in other nontraditional settings. In active outreach, workers seek out homeless individuals. Outreach may include methods such as distribution of flyers and other written information, public service announcements, and other indirect methods. Outreach may also include "in-reach", defined as when outreach staff is placed in a service site frequented by homeless people, such as a shelter, community resource or drop in center, and direct, face to face interactions occur at that site. In this form of outreach, homeless individuals seek out outreach workers.

**B. Screening & Diagnostic Services** - A continuum of assessment services that ranges from brief eligibility screening and Screening to determine housing priority, referral to Mental Health and Substance Abuse service providers for comprehensive clinical assessment as needed.

**C. Case Management Services** – Coordination of evaluation, treatment, housing, and/or care of consumers, tailored to individual needs and preferences. Case Managers assist the individual in accessing needed services, coordinate the delivery of services in accordance with the case plan, and follow-up and monitor progress. Activities may include financial planning, access to entitlement assistance, representative payee services and linkage and referral to mental health services, substance use treatment, medical services, dental services, food, clothing, emergency shelter, permanent and other relevant housing and support services, etc.

**D. Referral to Community Mental Health Services that the individual is eligible for, such as:** Community based supports designed to stabilize and provide ongoing supports and services for individuals with mental illnesses/co-occurring disorders or dual diagnoses. These services include Counseling, Outpatient Services, Psychiatric Evaluations, Medication Monitoring, Co-occurring Mental Health and Substance Use Treatment Services.

**E. Referral to Alcohol and Drug Treatment Services** that the individual may be eligible for such as: – Preventative, diagnostic and other outpatient treatment services as well as support for people who have a psychological and/or other physical dependence on one or more addictive substances, and a co-occurring mental illness.

**F. Referrals for Primary Health Services, Community Mental Health Services, Substance Use Treatment Services, Job Training, Education Services and Relevant Housing Services** - Services intended to link persons to primary health care, mental health treatment, substance use treatment; job training, income supports, education, housing, and other needed services not directly provided by the PATH program service provider.

**G. Housing Services** - Specialized services designed to increase access to and maintenance of stable housing for PATH enrolled individuals who have significant or unusual barriers to getting or keeping housing.

**H. Security Deposits** – As resources are available provision of funds for individuals who are in the process of acquiring rental housing but who do not have the assets to pay the first and last month's rent or other security deposits required to move into the residence.

Some individuals may be eligible for the TCHS Path enrollment and will be referred as appropriate. Up to 20% of the agency PATH budget can be used for security deposits, repair, expansion and one-time rental payments to prevent eviction.

**I. Costs** associated with matching eligible homeless individuals with appropriate housing situations - Expenditures made on behalf of individuals enrolled in PATH to meet the costs, other than security deposits and one-time rental payments, of establishing a household. These may include items such as rental application fees, furniture and furnishings, and moving expenses.

**J. One-time rental payment** to prevent eviction – One-time rental payments are made for individuals enrolled in PATH who cannot afford to make the payments themselves, who are at risk of eviction without assistance and who qualify for this service on the basis of income or need.

If available, resources from City of Lakeland may also be used.

**K. Minor Renovation** - Services or resources provided to make essential repairs to a housing unit in order to provide or improve access to the unit and/or eliminate health or safety hazards.

**L. Technical Assistance** with applications for Housing Services - Targeted training, guidance, information sharing, and assistance to, or on behalf of, individuals for individuals within the City of Lakeland and for others who may be enrolled in PATH who encounter complex access issues related to housing.

***Details for implementation of services will be worked through as the contract and agreement progresses.***

# EXHIBIT B

## Florida PATH Intended Use Plan FY 2017-2018

11 Budget:

a. Provide a detailed budget that includes the agency's use of PATH funds.

Tri County Human Services - 2017-2018 PATH Grant Budget						
Personnel	Annual Salary* (total number)	PATH-funded FTE (%)	PATH-funded Salary	Matched Dollars	Total Dollars	Comments
Administrative Assistant						
Case Manager	\$27,040	1	\$27,040		\$27,040	
Outreach Worker	\$27,040	2	\$ 54,080		\$54,080	
MA Level Outreach Worker	\$30,000	1.5	\$ 45,000		\$ 45,000	
Director	\$75,000	0.04	\$3,000		\$3,000	
Clerical Staff	\$22,800			\$22,800	\$22,800	
<b>Subtotal</b>	<b>\$181,880</b>	<b>4.54</b>	<b>\$129,120</b>	<b>\$22,800</b>	<b>\$151,920</b>	
* Indicate "annualized salary for positions."						
<b>Fringe Benefits (Max of 27%)</b>	<b>\$ 37,480</b>			<b>\$37,480</b>		
<b>Subtotal</b>	<b>\$ 37,480</b>		<b>-</b>	<b>\$37,480</b>	<b>\$37,480</b>	
<b>Travel</b>						
Training	\$1,250		\$1,250		\$1,250	SOAR Training, first aid/CPR, behavioral health specific to homelessness
Annual Conference or Meetings						
Rental Car						
Per Diem	\$500		\$500		\$ 500	Food/ lodging

**Florida PATH Intended Use Plan  
FY 2017-2018**

5000 miles reimbursed at .44/ mile@X5 Staff	\$ 11,000		\$ 11,000		\$ 11,000	staff travel
Other (describe)						
<b>Subtotal</b>	\$ 12,750		\$ 12,750		\$ 12,750	
computers/tablets	\$ 2,000		\$ 2,000		\$ 2,000	Tablets
<b>Subtotal</b>	\$ 2,000		\$ 2,000		\$ 2,000	
Office supplies	\$ 500		\$ 500		\$ 500	
Client: Outreach Supplies/ Hygiene kits/Misc.	\$ 2,230		\$ 2,230		\$ 2,230	Toiletries, sun screen, lip balm, ziplock bags to distribute to individuals who are homeless
software	\$ 3,000		\$ 3,000		\$ 3,000	
Drug testing kits	\$ 300		\$ 300		\$ 300	
Pharmaceuticals/medication, diabetic supplies, wound care, etc.	\$ 2,581		\$ 2,581	\$ 2,581	\$ 2,581	Prescription co-pays, prescriptions if other resources are exhausted, diabetic test strips, Band- Aids, wound wrap/wound wash for diabetic ulcers for those living in encam ments
<b>Subtotal</b>	\$ 8,611		\$ 6,030	\$ 2,581	\$ 8,611	

**Florida PATH Intended Use Plan  
FY 2017-2018**

<b>Subtotal</b>					
One-time housing rental assistance	\$ 5,371		\$ 5,371	\$ 5,371	One time assistance to secure housing or prevent <del>eviction that</del> would result in homelessness
Insurance (property, vehicle, malpractice, etc.)	\$ 3,000		\$ 3,000	\$ 3,000	Vehicle insurance, workman's comp, malpractice <u>insurance</u>
Office: Misc. (Copying, Courier, Postage, etc.)	\$ 500		\$ 500	\$ 500	toner, ink, copy paper, postage
Office: Security, Janitorial, Grounds Maintenance				\$ -	cell phones + monthly minutes,
Office: Utilities/Telephone/Internet	\$6,812		\$6,812	\$6,812	monthly internet fees , utilities for staff offices
Office: Other (describe) Office: Other (describe)					

Staffing (Not Salary or Benefits):  
Training/Education/Conference Fees

**Florida PATH Intended Use Plan  
FY 2017-2018**

Staffing (Not Salary or Benefits): Other (describe)						
Audit	\$ 400		\$ 400		\$ 400	
ID cards	\$ 1,472		\$ 1,472		\$ 1,472	cost of ID cards for PATH Participants (required to access mainstream resources)
Birth Certificates/Documents	\$ 4,000		\$4,000		\$4,000	cost to secure legal documents required to secure valid ID cards
<b>Subtotal</b>	\$ 16,083		\$ 21,555		\$21,555	
<b>Total Direct Charges</b> (Sum of each section)	\$256,804		\$ 171,455	\$62,861	\$234,316	
<b>Indirect Costs (Max of 10%)</b> (Administrative Costs)	\$25,680		\$ 17,129		\$ 17,129	
<b>Grand Total</b> (Total of "total direct" and "indirect costs")	\$282,484		\$ 188,584	\$62,861	\$251,445	

## EXHIBIT C

### Public Records Required Contract Language

(Applicable to contracts entered into or amended **on or after July 1, 2016**)

Pursuant to Florida Statute 119.0701(2)(a) the following statement must be in at least 14-point boldfaced type:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: [KEVIN.COOK@LAKELANDGOV.NET](mailto:KEVIN.COOK@LAKELANDGOV.NET), ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.**

Revised language requiring a contractor to comply with public records laws should state the following:

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.