



LEXINGTON
*Homelessness Prevention
& Intervention*

**Homelessness Prevention & Intervention Board
Lexington-Fayette Continuum of Care Board
Lexington-Fayette Urban County Government**

May 12, 2021
1:30pm – 3:30pm
Agenda

Held via Tele-Conference Due to COVID-19 restrictions

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81215862905?pwd=RWpjWGN1TG84OHlxZDV2akdBZzQ1dz09>

Passcode: 239868

- I. Call to Order
- II. COVID-19 statement - *Due to the COVID-19 pandemic and State of Emergency, this meeting is being held via live video teleconference pursuant to 2020 Senate Bill 150, and in accordance with KRS 61.826, because it is not feasible to offer a primary physical location for the meeting.*
- III. Nominations
 - a. HPI Board Chair
 - b. HPI Board Co-Chair
 - i. Committees
 - 1. HMIS
 - 2. Program Performance
 - 3. Advocacy
- IV. Roll Call
- V. Approval of Minutes
 - a. March 10, 2021*
- VI. HMIS & Common Assessment Committee Report – **Renee Shepard, Chair**
- VII. Program Performance & Evaluation Committee Report – **Kathy Plomin, Chair**
- VIII. Advocacy, Issues, and Programs Committee Report - **Adrian Wallace, Chair**
- IX. Encampment SOPs and Review Report – **Polly Ruddick**
 - a. Included in Board packet
- X. OHPI Director's Report – **Polly Ruddick**
 - a. 2021 LexCount Results
 - b. Strategic Plan Presentation for Council May 18, 2021 @ 3:00pm
 - c. CoC Partner MOUs for FY22



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- d. FY21 and FY22 Budget Update
- XI. Next Regular Meeting
 - a. July 2021 – 1:30pm – 3:30pm via Zoom teleconferencing
- XII. Other Issues and Public Sharing
- XIII. Adjourn



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<https://us02web.zoom.us/j/81765166603?pwd=emk3SkFoSFQVmd5Y2tOVEQwK1Nidz09>

Passcode: 046166

APPROVED: 5/12/2021

Board members present: L. Sheehan, C. Clark, D. Thomas, R. Shepard, C. Rudzik, J. Parker, K. Plomin, B. Revlett, B. Davis, J. James

Board members excused:

Board members unexcused: A. Wallace, J. Hodge

- I. Call to Order: 1:30pm
- II. COVID-19 statement - *Due to the COVID-19 pandemic and State of Emergency, this meeting is being held via live video teleconference pursuant to 2020 Senate Bill 150, and in accordance with KRS 61.826, because it is not feasible to offer a primary physical location for the meeting.*
- III. Introductions on New Board Members
 - a. Councilmember Liz Sheehan, Council District 5
 - b. Ronald "Chris" ClarkParker introduced new board members.
- IV. Roll Call - Ruddick
- V. Approval of Minutes
 - a. January 13, 2021*
 - i. Motion by Plomin
 - ii. 2nd by Davis
 - iii. Discussion: Ruddick stated that Davis had sent her one small grammar correction that was not substantial.
 - iv. Passed – None Opposed
- VI. Vital Behavioral Health Presentation – **Sam Kesaris, CEO**

Kesaris gave a brief overview of plans for a recovery center, long-term housing, medical detox, and transitional housing that Vital Behavioral Health is building out here in Lexington.



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Working to re-zone an area off of I-75/104 Exit. Applying for 150 detox and 150 residential beds.

Kesaris introduced Andrew Hager who will be the local contact person for Lexington.

Hager provided the group his background and what his role will be in the new program.

Parker asked what kind of community support would Vital need. Kesaris stated that they may need support for the zone change. Once open, they will need help with getting the word out to the community about the available resources.

James asked about the issue of drawing people from other areas and is there a process in place to assist those that leave the program get back to their place of origin. Kesaris stated that they have a driving team and they will establish "safe center" areas in other counties so that they can help those get back. Kesaris stated they didn't want to have folks walk away and go to the streets of Fayette County.

Thomas asked if Vital was a for-profit or non-profit. Kesaris stated they were a for-profit company and they are owned by a publicly traded company.

Plomin stated that this facility will bring 200 jobs to the Fayette County area both skilled and unskilled.

VII. Housing Stabilization Program – Jonathan Wright, Program Manager

Wright stated that LFUCG had received a direct allocation of Emergency Rental Assistance Program dollars from the Department of Treasury and reviewed eligibility criteria for the program. The program has already started to make payment to landlords. Next steps will be to increase staffing and streamlining processes. Wright stated that they are working with CM Moloney and Sheriff Witt to get more information to tenants that are in need of rental assistance and are facing a court hearing.

Ruddick is still going to court every day in an effort to provide the court with information on applications for assistance and those that have received assistance.

Wright acknowledged the backlog of applications and spoke to efforts to move quicker in the future.

Revlett asked about efforts to get information to tenants that have failure to appear and tenant outreach. Is the city going to hire tenant outreach workers to reach out to that with court hearing pending? Wright stated the outreach conversations are happening and the city continues to work with Catholic Action to reach tenants in need.

Sheehan stated she was on a Zoom call with landlords, CM Moloney, Catholic Action, and Charlie Lanter with LFUCG working to educate landlords about the assistance. Also Catholic Action has reached out to the property managers to educate them on the assistance as well. All in an effort to reach those that need assistance.

VIII. HMIS & Common Assessment Committee Report – Renee Shepard, Chair

Shepard gave a brief report of the meeting on February 3rd. Bulk of meeting was spent on reviewing annual HUD performance reports. The total number of individuals served on an annual basis continues to decline. Data quality continues to improve. Next meeting is April 7, 2021.

IX. Program Performance & Evaluation Committee Report – Kathy Plomin, Chair

Plomin gave an update on the Welcome House restructured contract.



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- X. Advocacy, Issues, and Programs Committee Report - **Adrian Wallace, Chair**
No report
- XI. Encampment SOPs and Review Report – **Polly Ruddick**
 - a. No report
- XII. OHPI Director’s Report – **Polly Ruddick**
Ruddick yielded her time for the Director’s report to Plomin to provide an update on the LFUCG Council ESR Sub-Committee. The resolution developed in that Sub-Committee was passed by Council. This resolution moved all ESR Overnight Shelter funds into the OHPI. Overnight shelter programs will receive 40% of the total ESR allocation. This is not an ordinance, it is a resolution which allows for some flexibility from year to year.
- XIII. Next Regular Meeting
 - a. May 12, 2021 – 1:30pm – 3:30pm via Zoom teleconferencing
- XIV. Other Issues and Public Sharing
- XV. Adjourn
 - a. Motion by Davis
 - b. 2nd by Thomas
 - c. No further discussion
 - d. Passed – None opposed

Encampment Report for HPI Board
5/12/2021

- a. Location 1
 - i. First notice of activity was 12/21/2020 with complaints to Mayor's office.
 - ii. First Attempt by SO was on 12/22/2020
 - iii. First Notice was posted 3/16/2021
 - iv. Plan submitted by Street Outreach on 3/25/2021 (9 individuals impacted)
 - 1. One household (2 people) needs until 3/31 to relocate.
 - 2. One household (1 person) needs 30 days, until 4/17 to gain housing
 - 3. One households (1 person) needs until 3/31 to obtain payee and housing
 - 4. One household (3 people) needs to relocate
 - 5. One household (1 person) refused, needs to relocated
 - 6. Once household (1 person) refused, needs to relocated
 - v. Final Notice on 4/19/2021
 - vi. Clean and removed 4/23/2021

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into on this ____ day of _____ 2021 by and between _____ (hereinafter referred to as "CoC Partner"), a _____, whose mailing address is _____, Kentucky 40_____, and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter referred to as "LFUCG"), an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, through its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter referred to as "OHPI").

W I T N E S S E T H

WHEREAS, the Lexington-Fayette County Continuum of Care (CoC) is a partner-based organization comprised of a variety of stakeholders committed to making homelessness rare, brief and non-reoccurring through design and implementation of policies, which are consistent with local, state, and federal policies.

WHEREAS, the Lexington-Fayette Urban County Government's Office of Homelessness Prevention and Intervention (OHPI) is the designated Collaborative Applicant (CA), the HMIS Lead Agency, and the backbone organization of the CoC.

WHEREAS, partnership in the CoC is open to all organizations and individuals seeking to prevent and end homelessness in our community. Partnership in the CoC allows for participation in discussion and voting on key policy issues, strategic plans, funding allocations, and procedures for the CoC.

WHEREAS, OHPI and CoC partner together are charged with implementing the mission of creating a housing response system that is efficient and effective, offering everyone access to shelter, employment, housing, and other basic needs and opportunities;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, this MOU governs the duties, assignments and responsibilities of LFUCG, through OHPI, and the CoC partners sets forth the standards for partnership to ensure the consistent participation in the Continuum of Care for the purpose of future planning and funding decisions needed for the client population and LFUCG, through OHPI, agree as follows:

- I. The above recitals above are incorporated herein as if fully stated.

II. RIGHTS AND RESPONSIBILITIES

a. General

- i. Partnership shall be for the calendar year with annual updates required each January. The active list of partners are voted on at the January meeting of the HPI Board meeting and new partners must complete 30 full days after acceptance before they are eligible to vote.
- ii. Partners are required to participate in meetings of the CoC Partnership, the HPI Board, and committees of the HPI Board including the HMIS/Coordinated Entry Committee; the Program Performance & Evaluation Committee; and the Advocacy, Issues, and Programs Committee.
- iii. The OHPI and the CoC's partners will work together to develop and implement the initiatives so that those served through the many programs and services available within the Lexington CoC derive the maximum benefit possible.
- iv. The OHPI and the CoC's partners will work together to ensure that the CoC achieves, and maintains, high-performance, thus affording the opportunity to acquire enhanced funding to further support the accomplishments of the CoC.
- v. The OHPI and the CoC partners ensure that the goals of developing and sustaining a culture of trust, respect and support among all of its partners is mutually realized.

b. CoC Partner shall:

- i. Represent the mission and vision of the OHPI and the CoC in a positive and respectful manner.
- ii. Work collaboratively across agency boundaries, borders, and funding sources to provide solutions to the complex issues of homelessness in Lexington-Fayette County;
- iii. Assist in developing, implementing, and utilizing a unified message for the advocacy of expansion of homelessness resources in Lexington-Fayette County;
- iv. Assist in providing a well-coordinated, seamless continuum of emergency and long-term housing and support service to individuals and families who are homeless;
- v. Assist in establishment and implementation of a Lexington-Fayette Strategic Plan to make homelessness rare, brief, and non-reoccurring

- vi. Designate an authorized voting representative and two alternates who may vote in that representative's absence. Authorized representatives must have sufficient authority to speak on behalf of the partner organization;
- vii. Authorized representative(s) attend at least 50% of all Homelessness Prevention and Intervention, Lexington-Fayette County Continuum of Care Board meetings;
- viii. Attend and actively participate in at least 75% of CoC committees as appropriate;
- ix. Actively participate in the CoC's Coordinated Entry policies and procedures including supporting all efforts to centralize housing and homeless supportive services into a coordinated triage system
- x. Demonstrate good faith efforts to improve cross-system collaboration and sustain interagency cooperation;
- xi. Demonstrate good faith efforts to identify and publicize the benefits of centralized screening and assessment that include, but not limited to:
 - 1. Freeing housing staff time for more direct services;
 - 2. Improving access to services for individuals with higher needs,
 - 3. Sharing responsibility and challenges to meet the needs of hard-to-serve clients across agencies; and
 - 4. Centralizing community data to identify gaps that affect the system and streamline improvement efforts.
- xii. Actively engage in good faith efforts to resolve any and all program implementation challenges;
- xiii. Clearly articulate concerns to the OHPI about agency expectations;
- xiv. Clearly articulate concerns to the OHPI about the interface with other systems (health care, behavioral health, foster care, corrections, basic needs resources, etc.);
- xv. Participate in regularly scheduled CoC trainings including the annual LexEnd Homeless Academy and Community Summit.
- xvi. Provide timely responses, open communication and collaborative working strategies in order to accomplish tasks necessary to ensure efficient and effective outcomes.

- c. LFUCG, through OHPI, acting on behalf of Lexington-Fayette County Continuum of Care, shall:
- i. Comply with both the CoC Governance Charter, regulations under the HEARTH Act for CoC and HMIS, and LFUCG Ordinance 102-2014 and 103-2014;
 - ii. Submit the Lexington-Fayette County CoC Consolidated Application to HUD including registration and grant inventory worksheet, project application review, and scoring and ranking process;
 - iii. Lead the execution of the annual LexCount;
 - iv. Apply for on behalf of Lexington—Fayette County any programs from federal or state funding opportunities that direct targets and impacts homelessness;
 - v. Publish all required documents under the HEARTH Act and annual NOFA guidelines on a dedicated webpage easily accessible to the CoC partner and the public.
 - vi. Apply for and be responsible for the CoC Planning Grant in accordance with the HEARTH Act and annual NOFA guidelines;
 - vii. Support the Lexington-Fayette County CoC directly or through a contracted entity including but not limited to leadership, technical assistance, ensuring meaningful participation;
 - viii. Maintain a list of CoC partners and contact information;
 - ix. Develop and maintain a webpage(s) dedicated exclusively to the business of the Lexington-Fayette County CoC making it readily accessible to the CoC and public;
 - x. Facilitate training and supports for CoC partners;
 - xi. Comply with current Memorandum of Agreement with Kentucky Housing Corporation in reference to the statewide implementation of the Kentucky Homelessness Management Information System (KYHMIS).
 - xii. Provide timely responses, open communication and collaborative working strategies in order to accomplish tasks necessary to ensure efficient and effective outcomes.

III. MISCELLANEOUS PROVISIONS

- a. **Terms, Termination.** The term of this MOU shall become effective upon the signature of the last party to sign this MOU and shall remain in effect until December 31, 2020. Unless either party objects in writing, this MOU shall automatically be renewed annually, subject to Homelessness Prevention and Intervention Board (HPI) adoption. Either party shall have the right to terminate this MOU upon 30 days prior written notice to the other party. This MOU terminates upon the earliest of (a) thirty (30) days written notice of cancellation by OHPI or CoC Partner or (b) a breach or default by CoC Partner or OHPI of any provision of this MOU.
- b. **Removal.** Any partner may be removed from the CoC by a two-thirds majority of the HPI Board. Removal is effective only if it occurs at a meeting called for the purpose. Removal requests will be submitted to the Board by the Director of the OHPI. A representative of the organization or individual recommended for removal shall have the opportunity to speak on their behalf prior to a vote of the HPI Board. The HPI Board may deliberate without the representative of the partner recommended for removal present prior to the vote.
- CoC partners must exercise care when acting on behalf of the CoC. Repeated failure to attend scheduled meetings, participate thoughtfully and respectfully in discussions or persistent disruptive or obstructive conduct during meetings will be grounds for removal. Failure to act in accordance with the mission or expectations of the CoC, or failure to act in a positive and respectful manner will also be grounds for removal.
- c. **No Waiver.** The waiver of any particular provision of this MOU does not constitute a waiver of the entire MOU, nor does the waiver of any particular provision in a specific instance guarantee future waivers of the same of similar provisions.
- d. **Severability; Survivability.** If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this MOU will remain in full force and effect. Any provision of this MOU held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- e. **Successors, Assigns; Assignments.** This MOU will inure to the benefit of and be binding upon the respective parties and their successors and assigns. CoC Partner may freely assign this MOU, but neither this MOU, nor any right, benefit or advantage inuring to

OHPI under this MOU and no obligation imposed on the OHPI hereunder may be assigned without the prior written approval of CoC Partner.

- f. **Governing Law.** Except to the extent superseded by federal law, this MOU will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and that of Lexington-Fayette County without regard to conflicts of laws and principles that would require the application of any other law.
- g. **Jurisdiction; Venue; Service of Process; WAIVER OF JURY TRIAL.** Any proceeding arising out of or relating to this MOU or any contemplated transaction shall be brought in the courts of the Commonwealth of Kentucky, County of Fayette, or if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Kentucky, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this MOU or any transaction contemplated hereby in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, irrevocable and bargained-for MOU between the parties to waive any objection to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this Sub-section may be served on any party anywhere in the world. The parties hereby waive any right to trial by jury in any proceeding arising out of or relating to this understanding or any of the contemplated transactions, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise. The parties agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, irrevocable and bargained-for understanding among the parties to waive trial by jury and that any proceeding whatsoever between them relating to this understanding or any of the contemplated transactions shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury.
- h. **Indemnification.** TO THE EXTENT PROVIDED BY LAW, parties agree to indemnify, defend, and hold each other harmless from and against any and all liabilities, claims, demands, losses, damages, costs and expenses (including without limitation, reasonable attorneys' fees and litigation expenses), actions or causes arising out of or relating to any breach of

any covenant or MOU or the incorrectness or inaccuracy of any representation and warranty of parties contained in this MOU or in any document delivered to the parties, except for that which occurs as a result of either parties' gross negligence or misconduct.

- i. **Entire MOU, Amendments.** This MOU constitutes the entire MOU between the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings of any kind. Any and all amendments to this MOU shall be in writing and signed by both parties.
- j. **Notices.** All notices, consents, waivers and other communications required or permitted by this MOU shall be in writing and shall be deemed given to a party when (i) delivered to the appropriate last known address by hand or by nationally-recognized overnight courier service (costs prepaid); (ii) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, to those noted below

FOR COC PARTNER:

Lexington, Kentucky ____

ATTN: _____ ED/CEO/President

FOR LFUCG, OHPI:

LFUCG – Office of Homelessness Prevention and
Intervention

Phoenix Building

101 East Vine Street, Ste 100

Lexington, KY 40507

ATTN: Polly Ruddick

- k. **Counterparts.** This MOU may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- l. **Further Action.** Each party agrees to perform any and all further acts and to execute and deliver any and all additional documents that may be reasonably necessary to carry out the terms of this MOU.

IN WITNESS WHEREOF, this MOU is executed as of the day first written above.

COC PARTNER

BY: _____

Title: _____

GOVERNMENT

Name: _____

LINDA GORTON, MAYOR

Title: _____

LEXINGTON-FAYETTE URBAN COUNTY

Continuum of Care Partnership

Date: _____

Representation:

Individual Partner

Organizational Partner

Partner Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____

Web Site: _____

Phone: _____

Organization Type *(circle one)*:

Governmental

Non-Profit

Private

Business

Faith Based

Educational

Healthcare

Law Enforcement

Other (please list): _____

Who is authorized to vote in the CoC on behalf of your organization?

Representative Name: _____

Representative Phone Number: _____

Representative E-mail: _____

Alternate #1: _____

Alternate #1 Phone and E-mail: _____

Alternate #2: _____

Alternate #2 Phone and E-mail: _____

Do we have permission to list you/your organization as a partner of the Lexington-Fayette County Continuum of Care on public materials and Web sites *(circle one)*? Yes No

Is the applicant an employee, board partner, volunteer, or in any way affiliated with an existing Continuum of Care Partner *(circle one)*? Yes No

If yes, this applicant may not be eligible to vote if the existing partner is a voting partner.

Innovative & Sustainable Solutions to Homelessness Fund - updated expense as of 5/5/2021

Project	Operating Organization	2020-FY2021	Spent
Street Outreach 2.0	Community Action Council	\$ 266,000.00	\$ 133,000.00
Payee Program	Welcome House	\$ 84,904.00	\$ 84,904.00
Marketing for Ending Homelessness	Untold Content	\$ 233,763.00	\$ 97,401.25
Permanent Housing Intensive Case Management Program			
in partnership with Catholic Action Center	Mountain Comprehensive Care Center	\$ 190,670.00	\$ 47,667.50
HMIS Subsidy	OHPI	\$ 36,903.00	\$ 36,903.00
CoC Coordinator Position	OHPI (Cost share with CoC)	\$ 16,000.00	\$ 8,123.19
5-year Strategic Planning Contractor	Analytic Insight LLC.	\$ 1,993.75	\$ 1,993.75
Emergency Overnight Winter Weather Shelter	Community Action Council	\$ 30,000.00	\$ -
Total Allocated by FY21 Budget		\$ 350,000.00	
Budget Alignment		\$ 527,419.11	
Total Available		\$ 877,419.11	
Total Amount Under Contract		\$ 860,233.75	
Actuals Spent		\$ 409,992.69	
Current Fund Balance		\$ 467,426.42	
End of the Year Fund Balance		\$ 17,185.36	Unallocated