



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.9.

10/10/2023

Subject:

Approval, Re: Memorandum of Understanding with the City of Palm Bay for a Dedicated Veteran Service Officer

Fiscal Impact:

Fiscal Year 2023 - 2024: There will be no impact to the General Fund. The City of Palm Bay will be entirely responsible for the salary, benefits, and other costs related to the creation, operation, and housing of a Veteran Service Officer within the City at an approximate cost of \$80,017 during the initial period of performance.

Dept/Office:

Housing and Human Services

Requested Action:

It is requested that the Board of County Commissioners approve:

- the County Manager endorsing the attached Memorandum of Understanding (MOU);
- the Director of the Housing and Human Services Department approving future renewals upon approval of the County Attorney and Risk Management;
- the Director of the Housing and Human Services Department to terminate the MOU, if it becomes necessary, due to breach of the MOU or for the best interests of the County;
- the creation of a Veteran Services Counselor position;
- all travel, training, and capital expenditures to support the new Veteran Service Officer position within the Housing and Human Services Department; and,
- the County Manager to execute any necessary budget change requests during the initial period of performance and future periods if renewed.

Summary Explanation and Background:

The City of Palm Bay approached the Housing and Human Services Department regarding adding a Veteran Services Officer within the municipality in order to increase access for their residents. On Thursday, September 7, 2023, the Palm Bay City Council voted to fund a full-time Veteran Services Officer (VSO) position (Staff Specialist IV, Pay grade 8140) through the Brevard County Housing and Human Services Department (Department), Veteran Services Office. The creation of this position will enhance services to Veterans who reside within the City of Palm Bay, not impact current levels of service to the rest of the County's Veteran population, and potentially decrease wait times for services.

The Department has drafted a Memorandum of Understanding (MOU) to govern the funding, expectations, and oversight of the position. During the initial period of performance, it is estimated that the cost to Palm Bay will be approximately \$80,017:

- \$75,067 for salary and benefits
- \$2,500 for training / certification
- \$450 for a VetPro software license
- \$2,000 for office equipment (for example, laptop, cell phone)

The MOU includes provisions for renewal with any increases (cost of living adjustments, benefits increases, etc.) being borne by the City.

Clerk to the Board Instructions:

None



October 11, 2023

M E M O R A N D U M

TO: Ian Golden, Housing and Human Services Director

RE: Item F.9., Approval of Memorandum of Understanding (MOU) with City of Palm Bay for a Dedicated Veterans Service Officer

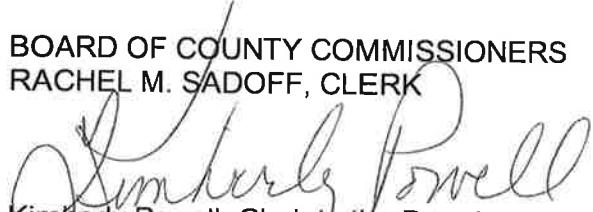
The Board of County Commissioners, in regular session on October 10, 2023, approved the County Manager executing MOU; approved you to approve future renewals upon approval of the County Attorney and Risk Management; approved you to terminate the MOU, if it becomes necessary, due to breach of the MOU or for the best interests of the County; approved creation of a Veteran Services Counselor position; approved all travel, training, and capital expenditures to support the new Veteran Service Officer position within the Housing and Human Services Department; and authorized the County Manager to execute any necessary Budget Change Requests during the initial period of performance and future periods if renewed. Enclosed is the executed MOU.

Upon execution by the City of Palm Bay, please return a fully-executed copy of the Memorandum of Understanding to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/tr

Encl. (1)

cc: County Manager
Finance
Budget

MEMORANDUM OF UNDERSTANDING
BETWEEN
BREVARD COUNTY HOUSING AND HUMAN SERVICES
AND THE
CITY OF PALM BAY, FLORIDA

This Agreement made and entered into this 10 day of October 2023, by and between Brevard County Board of County Commissioners, Housing and Human Services Department, hereinafter referred to as the "County" and the City of Palm Bay, Florida, hereinafter referred to as the "City" to facilitate, coordinate, and collaborate in the support of a Veteran Service program within the municipality.

WHEREAS, the County desires to ensure that all of Brevard's veterans and families receive the full benefits earned by the veteran's military service; and

WHEREAS, the County has found it to be in the best interest of the citizens of Brevard, to help eligible veterans and their surviving family members create, review, and revise Veteran Affairs and state claims in order to receive all the benefits they are entitled to; and

WHEREAS, the County has more than twenty-five years experience providing such services to the citizens of Brevard County and has received numerous awards and recognition for their provision of these services; and

WHEREAS, the County employs a team with national accreditations as veteran claims representatives by the US Department of Veteran Affairs, the American Legion, the Florida Department of Veteran Affairs, the Disabled American Veterans, and the Veterans of Foreign War; and

WHEREAS, the County desires to partner with the City of Palm Bay to develop a local program in order to expand and enhance service provision; and

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

I. CITY RESPONSIBILITIES

- a. Provide funding in the amount of \$80,017 (initial term).
 1. \$75,067 to be used for salary and benefit support for a full-time Veteran Service Officer (VSO) position.
 2. \$2,500 for training and certification.
 3. \$2,000 to be used for electronic equipment, supplies, and ancillary support for the full-time VSO position.
 4. \$450 to be used for a VetPro license.

- b. Provide the VSO office space and furniture necessary to accomplish the tasks/duties associated with a successful Veteran Service Office, which at a minimum will include a private area conducive to discussions regarding Protected Health Information, a desk and chairs, and internet access.
- c. All records or documents created by the City or provided to the City by the County in connection with the activities or services provided by the County under the terms of this agreement, are public records and the City agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.
- d. Agree that if this MOU is renewed, the funding amount in each subsequent period will be adjusted based upon Section IV. b.
- e. Agree that if this MOU is not renewed the position and all direct services within the City will cease.

II. COUNTY RESPONSIBILITIES

- a. Hire a full-time Veteran Service Officer (VSO) utilizing the County's hiring processes and in accordance with the requirements under Florida Statue 292.11, and in accordance with Florida Administrative Rules Chapter 55A-3. Require applicant to successfully complete Florida Department of Veteran Affairs VSO Certification Training Course as a condition of employment.
- b. Utilize County Policy and Procedures for all services related to this MOU including but not limited to employment, insurance, procurement, and travel.
- c. Provide oversight, technical support, and mentoring to the City's full-time VSO utilizing face-to-face, telephonic, and electronic methods in accordance with County Policy and Procedures.
- d. Conduct meetings with City personnel to monitor performance of services under this MOU (including input into the VSO's annual evaluation).
- e. Develop outcome measures and establish a baseline data set for City services to disseminate information in support of both County and City VSO operations.
- f. Monitor the performance of personnel who deliver services under this MOU.
- g. Keep books, records, and accounts of all activities related to this MOU, in compliance with generally accepted accounting procedures.

III. TERM

- a. The parties agree and understand that each of them may execute this agreement on different dates but acknowledge that the effective date of the initial term for this

MOU, when fully executed by both parties, shall be from October 1, 2023, until September 30, 2024.

b. Upon approval in writing by both parties, this MOU may be renewed for additional one-year periods until terminated by one or both parties as outlined in Section VI Termination below.

1. Subsequent renewals will be subject to funding adjustments as outlined in Section IV Funding/Compensation – Amount and Method. b.

IV. FUNDING/COMPENSATION – AMOUNT AND METHOD

a. For the work the County provides under this MOU, the City shall pay the County an amount not to exceed \$80,017 for the initial term as outlined in Section I. a. City Responsibilities.

1. The first payment will be \$23,716.75 and due to the County within thirty days of endorsement of this MOU.
2. Each subsequent payment will be for \$18,766.75 and due no later than March 15, 2024, June 17, 2024, and September 16, 2024.

b. If this MOU is renewed by both parties, it will be subject to funding adjustments as follows:

1. The funding amount for the VSO salary in each subsequent period will increase based upon the employee cost of living adjustment approved by the Board of County Commissioners for that period (for example, if the Board of County Commissioners approve a 3% cost of living adjustment for County employees during Fiscal Year 2024 – 2025 then the salary for this VSO position will be increased accordingly and be borne by the City).
2. The funding amount for the VSO benefits in each subsequent period will be adjusted to reflect actual expenses (for example, if the State of Florida increases Florida Retirement System Employer Contribution Rates, then that benefit item will be adjusted and the cost will be borne by the City).
3. The funding amount for non-salary and benefit costs will be adjusted in each subsequent period to reflect actual expenses (for example, any increase in the VetPro license will be borne by the City).

V. MODIFICATIONS

This MOU may be modified at any time by written agreement of the parties. The Brevard County Director of Housing and Human Services shall have authority to execute modifications for the County and the Director of Community and Economic Development shall have the authority to execute modifications for the City.

VI. TERMINATION

- a. Each party shall have the right to terminate this agreement, with or without cause, upon thirty days written notice to the other party.
- b. The County shall retain funds for all services/work performed and materials purchased up to the date of the termination of the MOU between the City and the County and shall return all remaining funds associated with salaries and benefits to the City within thirty days of the effective date of the termination.
1. Funds returned to the City shall be minus any compensation due to the VSO as a result of termination (for example, a payout of leave as allowed by County Policy and Procedure).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: Frank Abbate
Frank Abbate, County Manager

Date: 10/10/23

As approved by the Board 10/10/2023.
Reviewed for Legal Form and Content:

Becky Behl-Hill 9/27/2023
Becky Behl-Hill, Assistant County Attorney

WITNESS:

Signature

Name and Title, Typed or Printed

WITNESS:

Signature:

Name and Title, Typed or Printed

City of Palm Bay

By: _____
Suzanne Sherman, City Manager

Date: _____

120 Malabar Road
Mailing Address

Palm Bay, FL 32907
City, State, Zip Code

(321) 952-3413
Area Code / Telephone Number

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Palm Bay, Florida		2. Amount:
3. Fund/Account #:	4. Department Name: Housing & Human Serv.	
5. Contract Description: Memorandum of Understanding with the City of Palm for a Veteran Services Officer		
6. Contract Monitor: Ian Golden, Director		8. Contract Type: Select from pull-down:
7. Dept/Office Director: Ian Golden, Housing and Human Services		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☐
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Golden, Ian

Digitally signed by Golden, Ian
Date: 2023.09.21 15:58:20 -04'00'

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☒
☐

Steburn 9/21/23

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>