

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: November 17, 2015	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department: Department of Public Safety  
 Submitted By: Department of Public Safety  
 Submitted For: Division of Victim Services

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: **Receive and File** the executed 2014/2015 Amendment 1 of the Agreement with the State of Florida, Office of the Attorney General (Grant No. V110-14149) to receive \$139,378 to continue funding services for crime victims for the period of October 1, 2015 through September 30, 2016.

**Summary:** The State of Florida, Office of the Attorney General is the pass through agency for the Victims of Crime Act (VOCA). The VOCA grant provides free services to victims of crime in Palm Beach County including crisis counseling, criminal justice support, assistance with applying for Victims Compensation, emergency legal advocacy, and crisis intervention. R-2006-009 authorized the County Administrator or designee to execute operational agreements with the State of Florida, Office of the Attorney General, Bureau of Advocacy and Grant Management on behalf of the Palm Beach County Board of County Commissioners. **This grant requires a 20% in-kind match, (\$34,845) that is included in the FY 2016 budget. Countywide (JB)**

**Background and Justification:** VOCA is a federal grant, Catalogue of Federal Domestic Assistance number 16.575, passed through the State of Florida, Office of the Attorney General which funds services to assist victims of crime such as emergency advocacy, crisis intervention, and assistance with applying for Victims Compensation. The grant continues to fund 2.77 Victim Advocate positions under the Division of Victim Services. For 11 months of the 2014/2015 grant, VOCA funded Victim Services advocates served 686 new victims of crime, providing them with 4,167 units of service such as crisis counseling, personal advocacy, assistance with victims compensation, criminal justice advocacy, and information and referral to highlight a few.

**Attachments**

- 1) 2014/2015 VOCA Grant NO. V110-14149, Amendment 1

Recommended by: Stephanie Simone 10/13/15  
for Department Director Date

Approved By: Stephanie Simone 10/13/15  
for Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	174,223	_____	_____	_____	_____
External Revenues	(139,378)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	(34,845)	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

# ADDITIONAL FTE POSITIONS (Cumulative)      0                      0                      0                      0                      0

Is Item Included In Current Budget?    Yes   X      No \_\_\_\_\_

Budget Account Exp No: Fund 0001/1426 Department 660/662 Unit 3270/3250  
Object var

Rev No: Fund 1426 Department 662 Unit 3250 Rev Source 3129

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Fund: Public Safety Grants  
Unit: Criminal Justice Grants  
Program: VOCA

This grant requires a 20% in kind match which will be funded by a portion of a Victim Advocate position in the general fund. The VOCA grant is currently budgeted in the above referenced account number.

Departmental Fiscal Review: Stephanie Seproche

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

Sherry Br...  
AK  
10/21/15  
OFMB

Dr. J. Jacobson 10/20/15  
Contract Administration  
BWLedu 10-26-15

**B. Legal Sufficiency:**

James Brub...  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

**2014/2015  
AGREEMENT BETWEEN THE STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL  
AND**

**Palm Beach County, Board of County Commissioners, Public Safety Department, Victim  
Services Division**

**AMENDMENT 1**

**GRANT NO. V110-14149**

The Office of the Attorney General (the OAG) and the Palm Beach County, Board of County Commissioners, Public Safety Department, Victim Services Division (the Provider), entered into an Agreement for the Provider to provide services for the State under the Victims of Crime Act (VOCA) Grant Program for the fiscal year 2014/2015; and

WHEREAS, Article 24 specifically states, modification of any provision of this Agreement must be mutually agreed upon by all parties, and requires a written amendment to this Agreement; and

WHEREAS, the OAG wishes to modify the contract to include fiscal year 2015/2016; and

WHEREAS, there is now a need to amend Article 3, Article 4 and Article 8.

NOW THEREFORE; the parties have mutually agreed to modify the Agreement as follows:

1. Article 3 is hereby deleted and the following language is substituted:

**ARTICLE 3. TIME OF PERFORMANCE**

This Agreement shall become effective on October 1, 2014, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through September 30, 2015 (Phase I). No costs incurred by the Provider prior to the effective date of Phase I of the Agreement will be reimbursed and the Provider is solely responsible for any such expenses. Phase II of the Agreement shall become effective on October 1, 2015 and will continue through September 30, 2016.

The original signed Amendment must be returned to the OAG within 15 days of signature by all parties, or the Amendment shall be voidable at the option of the OAG.

2. Article 4 is hereby deleted and the following language is substituted:

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#### ARTICLE 4. AMOUNT OF FUNDS

The OAG agrees to reimburse the Provider for services completed in accordance with the terms and conditions of the Agreement. The total sum of monies reimbursed to the Provider for the costs incurred under this Phase I of the Agreement shall not exceed \$139,378. The total sum of monies reimbursed to the Provider for the costs incurred under this Phase II of the Agreement shall not exceed \$139,378. The Provider agrees not to commingle grant funds with other personal or business accounts. The U.S. Department of Justice, Office of Justice Programs, Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a recipient. However, the accounting systems of Providers must ensure OAG funds are not commingled with funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another. Where a Provider's accounting system cannot comply with this requirement, the Provider shall establish a system to provide adequate fund accountability for each project.

In accordance with the provisions of Section 287.0582, F.S. (2014), if the terms of this Agreement and reimbursement thereunder extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation by the Florida Legislature. This Agreement is contingent upon the OAG's Victims of Crime Act award funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

3. Article 8 is hereby deleted and the following language is substituted:

#### ARTICLE 8. METHOD OF PAYMENT

Payments under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made monthly based on the Provider's submission and OAG approval of a monthly invoice, monthly performance report, quarterly and annual performance reports and all required supporting documentation.

In accordance with Section 215.971 F.S. (2013), financial consequences are described in this Article of the Agreement. The Provider will be held responsible for maintaining a victim services program that will be available to provide services to victims of crime that are identified by the Provider and/or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the 2014/2015 VOCA Grant Application and approved by the OAG, incorporated herein by reference as Attachment "A," unless otherwise approved by the OAG in writing. At a minimum, the agency will provide services to no less than 80 percent of the total number of projected victims. Both parties agree that damages resulting from failure to follow this provision will result in ascertainable damages. Therefore, if the Provider does not maintain a victim services program that will be available to provide services to victims of crime and provide the anticipated total number of deliverables as outlined in Attachment "A," without an approved justification, the parties agree that the final payment for the grant will be reduced by

5% of the total award amount as listed in Article 4 as reasonable liquidated damages.

Monthly performance reports must be completed and received with the monthly invoice to document the provision of the project deliverables. Reimbursement of a monthly invoice is contingent upon OAG receipt of the corresponding monthly performance report, and approval of the level of service provided during the report period.

The monthly invoice, the monthly performance report and all required supporting documentation must be submitted to the OAG by the last day of the month immediately following the month for which reimbursement is requested. The Provider shall maintain documentation of all costs represented on the invoice. The OAG may require documentation of expenditures prior to approval of the invoice, and may withhold reimbursement if services are not satisfactorily completed or the documentation is not satisfactory. The final invoice is due to the OAG no later than 45 days after the expiration or termination of the Agreement. If the complete and correct invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests, and the OAG may terminate the Agreement.

Any reimbursement due or any approval necessary under the terms of this Agreement may be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if they are being investigated by a state agency for financial or programmatic issues. If it comes to the attention of the OAG that the Provider is being investigated, requests for reimbursement may not be processed until the matter is resolved and approved by the OAG.

The Provider agrees to maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant. Payment for services shall be issued in accordance with the provisions of Section 215.422, F.S. (2013).

The Provider is required to match the grant award as required in the VOCA Federal Guidelines. Match contributions of 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant plus match) must be reported monthly to the OAG. All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. Unless otherwise approved by the OAG, match must be reported on a monthly basis consistent with the amount of funding requested for reimbursement.

4. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise set forth herein, the terms and conditions contained in the Contract remain unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and the Palm Beach County, Board of County Commissioners, Public Safety Department, Victim Services Division, have executed this amendment to the Agreement.

Stephanie Sejnoka  
Authorizing Official

Bonnie Rogers  
Director of Administration

Stephanie Sejnoka  
Print Name

Bonnie Rogers  
Print Name

9-15-15  
Date

9-4-15  
Date

596000785  
FEID # of Provider

41-2002-149001-41100400-10413300  
SAMAS Code

APPROVED AS TO TERMS  
AND CONDITIONS

Nicole Bishop  
Signature

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

James Brub  
COUNTY ATTORNEY

Attachment # 1

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