Agenda Item #: 3X-6

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: April 6, 2021		[X] []	======= Consent Ordinance	[]	======================================
Department: Submitted By: Submitted For:	Department of Pu Department of Pu Division of Victim	ıblic Sa	fety		
I. EXECUTIVE BRIEF					
Motion and Title: Staff recommends motion to approve: First Amendment to Contract for Emergency Crisis Phone Counseling services with 211 Palm Beach/Treasure Coast, Inc. (211) (R2016-1719) increasing the contract amount by \$4,000 for a new total not to exceed contract amount of \$54,000 for the period October 1, 2020 through September 30, 2021.					
Summary: The County entered into a contract with 211 in 2016 with a not-to-exceed contract amount of \$50,000. The contract is automatically renewed for increments of one (1) year terms through September 30, 2021. 211 provides immediate telephone crisis intervention services to victims of violent crime twenty-four (24) hour per day, seven (7) days per week through the Violent Crimes Rape Crisis Helpline. This First Amendment adds the ability for 211 calltakers to arrange and pay for transportation for victims of violent crime at the request of Victim Services staff, through their Lyft, Inc. concierge program. This added transportation resource is an emergent need due to dwindling taxi cab availability in the County and extended wait times for victims. This First Amendment also slightly increases 211's contract amount, which has not changed since 2016. The addition of the staff training and resources for transportation related calls, along with additional call types added since 2016 (calls from inmates who have been sexually assaulted, DUI Homicide calls and Human Trafficking calls) was the rationale behind the contract increase. This increase will not require additional funds to be added to the Victim Services budget as the Victims of Crime Emergency Support Fund (the Victim Fund) Resolution (R2020-0928) provides for emergency financial assistance to victims of crime, their families and their surviving family members, which includes transportation costs. A maximum of \$40,000 from the Victim Fund may support the Violent Crimes Rape Crisis Helpline. Therefore, the Victim Fund will be utilized to offset the contract increase.					
Background and Justification: The Division of Victim Services is the certified rape crisis center for Palm Beach County. Since 2010, 211 Palm Beach/Treasure Coast, Inc. has worked with the Division of Victim Services to provide immediate telephone sexual assault crisis/violent crime intervention services for the sexual assault crisis helpline, (866) 891-7273 (RAPE) and (561) 833-7273 (RAPE), to ensure that victims have access to sexual assault crisis services twenty-four (24) hours per day, seven (7) days per week. From October 1, 2019 through September 30, 2020, the helpline received and processed more than 2,100 calls.					
Attachments: 1) First Amendment to the Contract for Emergency Crisis Phone Counseling Services with 211 Palm Beach/Treasure Coast (w/Exhibit "B-1")					
Recommended By	y: Departme	nt Direc	tor		3/3/21 Date
Approved By:	Deputy Co	BOLL Sunty A	dministrator		3/(9/2/ Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact **Fiscal Years** 2022 2021 2023 2024 2025 **Personal Services Operating Costs** \$4,000 **Capital Expenditures External Revenues Program Income (County)** In-Kind Match (County) **Net Fiscal Impact** \$4,000* 0 # ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 Is Item Included In Current Budget? Yes X No ____ Yes X No ___ Does this item include the use of federal funds? Budget Account Exp No: Fund 0001/1423/1426 Dept. 660/662 Unit 3270/3240/3230/3232 Obj. 3401 Rev No: Fund 1423/1426 Dept. 660/662 Unit 3240/3230/3232 Rev. 4299/3429/3129 B. Recommended Sources of Funds/Summary of Fiscal Impact: Grant: 3230 RCP 16TFGR26 (TF); 3232 SASP 18SAS26 Fund: 1423 Victims Fund; 1426 Public Safety Grants **Department:** Public Safety Unit: 3230 Sexual Violence Grant RCP; 3232 Sexual Assault Formula Grant SASP *The additional \$4,000 (\$1,000 base contract and \$3,000 transportation reimbursement) increase to the budget will be funded by the Victim Fund (1423). No additional ad valorem impact. The total contract is funded by advalorem, grant funds, and the Victim Fund. C. Departmental Fiscal Review: III. REVIEW COMMENTS A. OFMB Fiscal and/or Contract Dev. and Control Comments: B. Legal Sufficiency: C. Other Department Review:

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

Department Director

FIRST AMENDMENT TO CONTRACT FOR EMERGENCY CRISIS PHONE COUNSELING SERVICES BETWEEN PALM BEACH COUNTY AND 211 PALM BEACH/TREASURE COAST.

WITNESSETH:

WHEREAS, the County and 211 entered into a Contract for Emergency Crisis Phone Counseling Services Between Palm Beach County and 211 Palm Beach/Treasure Coast (R2016-1719) (the "Contract") on September 14, 2016 with a term of October 1, 2016 through September 30, 2017, and with a not-to-exceed Contract amount of \$50,000. The contract is automatically renewed, providing funding is available, for increments of one (1) year terms beginning October 1, 2017 through September 30, 2021; and

WHEREAS, 211 currently participates in Lyft Concierge, a program that enables their call takers to schedule and pay for transportation for clients of community organizations.

WHEREAS, the COUNTY would benefit from additional transportation resources and requests to have the ability to access and reimburse 211's Lyft Concierge services to meet the immediate needs of clients of Victim Services. Transportation expenses for rides booked through Lyft Concierge will be added as an additional category to the contract and reimbursed up to an amount not to exceed \$3,000.

WHEREAS, 211 has taken on several additional duties since their last contract increase in 2016, including calls from inmates at the Palm Beach County jail related to the Prison Rape Elimination Act (PREA), calls from law enforcement related to the DUI/Driving while impaired project, and increased calls related to human trafficking due to the new human trafficking initiative. These new calls as well as the Lyft Concierge service for victim services clients require additional staff training and resources. An additional amount of \$1000 will be added to their base contract for this fiscal year to compensate them for these additional duties.

WHEREAS, the parties have agreed to increase the Contract amount by \$4,000 and thereby increase the total not-to-exceed Contract amount to \$54,000.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereto agree as follows:

I. The recitals are affirmed and ratified and incorporated herein by reference.

Page ______ of _____

- II. The Contract is hereby amended to increase the Contract amount by \$4,000 and thereby increasing the total not-to exceed Contract amount to \$54,000.
- III. Additionally, the Contract is hereby amended to provide that the COUNTY can reimburse 211 for Lyft Concierge services for clients of Victim Services. All requests for payment of transportation reimbursement shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary.
- IV. Exhibit "B" of the Contract is hereby deleted and replaced with Exhibit "B-01" attached hereto and incorporated herein by reference. All references in the Contract to Exhibit "B" are replaced with Exhibit "B-01".
- V. Article 3(A) of the Contract is amended by replacing Fifty Thousand Dollars (\$50,000) with Fifty Four Thousand Dollars (\$54,000).
- VI. Except as expressly modified herein, the provisions of the Contract (R2016-1719) are hereby confirmed and ratified. All other provisions not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Contract.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, by and through its authorized representative, has made and executed this First Amendment on behalf of the County and 211 Palm Beach/Treasure Coast has hereunto set its hand the day and year first above written.

ATTEST:	
JOSEPH ABRUZZO	PALM BEACH COUNTY
CLERK OF THE CIRCUIT	BOARD OF COUNTY COMMISSIONERS
COURT & COMPTROLLER	
By:	By:
Deputy Clerk	By: Mayor Dave Kerner
	ENTITY:
	211 PALM BEACH/TREASURE COAST
	Company Name
	H. a. Il.
	March 21 March
	Sharon L'Herrou
	Chief Executive Officer/President
	(corp. seal)
APPROVED AS TO FORM	(corp. scar)
AND LEGAL SUFFICIENCY:	
THE BESTEL SOLL TOLLING I.	
By:	
Assistant County Attorney	
APPROVED AS TO TERMS	
AND CONDITIONS:	
AND COMPITIONS.	
By: Sleveka	
Stephaniè Sejnoha	

Department Director

AMENDED SCHEDULE OF PAYMENTS Amending Original Contract (R2016-1719)

Fiscal Year:

October 1, 2016 – September 30, 2021

- I. The contract period is October 1, 2016 through September 30, 2017. The Contract will be automatically renewed, providing that funding is available, for increments of one (1) year terms through September 30, 2021 unless otherwise notified by either Party consistent with the provisions of the Termination Article herein.
- II. The total budget for Fiscal Years 2017-2020 of the contract shall not exceed \$50,000.
- III. The total budget for Fiscal Year 2021 of the contract shall not exceed \$54,000.
- IV. The AGENCY (211) shall request payment on a monthly basis at a fixed price through submission of a complete invoice as outlined in table B-1.
- V. All requests for payment of transportation reimbursement shall be submitted on a monthly basis and will include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department
- VI. The monthly call report shall be submitted no later than the 3rd of the month following the month for which reimbursement of services is requested documenting all calls received, specifically identifying services provided, and if a sexual assault, providing the type of sexual assault call (category 1, 2, 3, or 4).

TOTAL

Table B-1. Monthly Invoice Calculation Formula

FY	Amount	Monthly Invoice
FY 17-20	\$50,000	\$4,166.66
FY 21	\$51,000	
Oct-March		\$4,166.66
April-Sept.		\$4,333.34

Out-of-Pocket Expenses (Transportation):

\$3000.00