

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

This Agreement made and entered into this 11<sup>th</sup> 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: 10/11/23

Reviewed for Legal Form and Content:

Becky Behl-Hill 9/29/2023  
Becky Behl-Hill, Assistant County Attorney

WITNESS:

288 Berardi  
Signature

Idis J. Berardi, ASST. Director  
Name and Title, Typed or Printed LED

WITNESS:

Nancy A Bunt  
Signature:

Nancy A. Bunt, CED Director  
Name and Title, Typed or Printed

City of Palm Bay

By: Suzanne Sherman  
Suzanne Sherman, City Manager

Date: 10-10-2023

120 Malabar Road  
Mailing Address

Palm Bay, FL 32907  
City, State, Zip Code

(321) 952-3413  
Area Code / Telephone Number