

## RESOLUTION NO. 15R-2528

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 BY PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNTS IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY IF ANY OF THE PARTS HEREOF ARE DECLARED INVALID; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 15R-2515 the City has adopted a budget for the fiscal year beginning on October 1, 2015 and ending on September 30, 2016; and

WHEREAS, the City needs to amend said budget so as to provide for supplemental appropriations in the amounts identified in Exhibit A; and

WHEREAS, Section 166.241 (4) (c) Florida Statutes requires such a budget amendment be adopted in the same manner as the original budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA:

Section 1. The budget for the fiscal year commencing October 1, 2015 is hereby amended by providing for supplemental appropriations in the amounts identified in Exhibit A.

Section 2. Should any section, sentence, clause, part or provision of this Resolution be declared invalid or unenforceable, by a court of competent jurisdiction, the same shall not affect the validity of this Resolution as a whole, or any part hereof other than the part declared to be invalid. Said provision declared to be invalid shall be deemed severed from the remaining provisions of this Resolution.

Section 3. Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

ADOPTED by the City Commission of the City of Sarasota, upon reading by title only, after posting on the bulletin board at City Hall for at least three (3) days prior to adoption, as provided by Article IV, Section 2 of the Charter of the City of Sarasota, this 5th day of October, 2015.

\_\_\_\_\_  
Willie Charles Shaw, Mayor

ATTEST:

\_\_\_\_\_  
Pamela M. Nadalini, MBA, CMC  
City Auditor and Clerk

<u>Yes</u>	Mayor Shaw
<u>Yes</u>	Vice Mayor Atwell
<u>Yes</u>	Commissioner Chapman
<u>Yes</u>	Commissioner Alpert
<u>Yes</u>	Commissioner Eddie

**EXHIBIT A**  
**City of Sarasota**  
**Budget Amendments for 2015-16**

Back-up #	FND	DPT	CC	OBJECT	PROJ	Project Description	Appropriated Expense	Revenue
<i>Special Law Enforcement Trust</i>								
10/05-01	110	070	000	000695	000000	Use of fund balance for Dashboard	\$ 29,280	
	110	070	000	000437	000000	Law Enforcement software	2,000	
10/05-02	110	082	000	016437	002108	Use of fund balance for funding the Criminal	30,000	
	110	082	000	003440	002108	Investigations Narcotics Unit	75,000	
	110	082	000	000571	002108		20,000	
10/05-03	110	070	000	000442	000000	Use of fund balance for processing and collecting forfeitures	50,000	
<i>Project Lifesaver Fund</i>								
10/05-04	164	070	000	342150	000000	Establish revenue and expense budget for the		\$ 3,500
	164	070	000	342151	000000	Project Lifesaver Program		3,000
	164	070	000	366000	000000			500
	164	070	000	000316	000000		500	
	164	070	000	001320	000000		2,000	
	164	070	000	000683	000000		2,000	
	164	070	000	000559	000000		1,500	
	164	070	000	000690	000000		4,000	
<i>Victims of Crime Act Grant Fund</i>								
10/05-05	173	729	194	334210	000000	Establish revenue and expense budget for the		45,010
	173	729	194	381000	000000	Victims of Crime Act Grant and City match		11,253
	173	729	194	000101	000000		39,794	
	173	729	194	000204	000000		3,045	
	173	729	194	000222	000000		2,510	
	173	729	194	000215	000000		836	
	173	729	194	000205	000000		9,910	
	173	729	194	000206	000000		70	
	173	729	194	000208	000000		98	
<i>General Fund</i>								
10/05-05	001	729	194	000101	000000	Request to transfer funds for required 20% match	(8,075)	
	001	729	194	000204	000000	for Victims of Crime Act Grant	(618)	
	001	729	194	000222	000000		(606)	
	001	729	194	000215	000000		(202)	
	001	729	194	000205	000000		(1,720)	
	001	729	194	000206	000000		(12)	
	001	729	194	000208	000000		(20)	
	001	729	194	000901	000000		11,253	



**Interoffice Memorandum**

**Date:** September 09, 2015

**To:** City Commission

**Thru:** Thomas Barwin, City Manager

**From:** Bernadette DiPino, Chief of Police

**Subject:** Request for Budget Amendment for New World DSS (Fund 110-070-000)

The Sarasota Police Department requests the use of LETF State Funds to purchase Dashboard for Law Enforcement software. This software will be essential to produce data and analytical reports/dashboards for specific agency needs. This software provides an intuitive and effective solution enabling Law Enforcement, Fire and Corrections agencies to access their mission critical data to trend, analyze and deliver information in multiple ways. The software answers questions with accurate and actionable intelligence that enhances decision making and improves performance and response planning. This software simplifies reporting compliance and accreditation and enhances safety and productivity in the field. It provides the following advantages:

- 1) Simplified Ad Hoc reporting,
- 2) Intelligence Displayed in Web-Based Grids, Reports, Graphs and Charts,
- 3) Key performance indicators help build policing and emergency response strategies,
- 4) Microsoft analytical technologies,
- 5) Mapping capabilities help locate patterns and spot trends,
- 6) Easy to operate on a tablet or iPad,
- 7) Role-based dashboards offer a high-level overview of operations for supervisors and command staff with instant access to statistic information,
- 8) Provides accurate times, crime trends, prison population and more.
- 9) Helps agencies improve crime trending by providing the cost-effective tools to analyze crime data over various time periods and across many dimensions.
- 10) Improves intelligence-led policing initiatives by providing the foundation for predictive analysis, allowing agencies to better plan, identify and forecast crime patterns.

The budget amendment request amount is: \$31,280.00 which will be coded as follows:

Amount:	Account code:
\$29,280.00	110-070-000-000695-000000
\$ 2,000.00	110-070-000-000437-000000.

The annual increase to SPD's software maintenance will be \$2,880.00.

Your favorable consideration of this request is appreciated.

BD/gg



**Interoffice Memorandum**

**Date:** August 27, 2015

**To:** City Commission

**Thru:** Thomas Barwin, City Manager

**From:** Bernadette DiPino, Chief of Police

**Subject:** Request for Budget Amendment from Law Enforcement Trust (Fund 110-082-000)

The Sarasota Police Department requests the appropriation of \$125,000 from the Law Enforcement Trust Funds (Fund 110-082) for operating funds for one year for the Criminal Investigations Narcotics Unit. The bulk of the annual costs for the operations are to be initially classified as follows, but may be used for other line items as needed for routine function of the Unit:

Account Description:	Account Code:	Budget Amount:
Confidential Services	110-082-000-016437-002108	\$30,000
Vehicle Leases	110-082-000-003440-002108	\$75,000
Computer Hardware/ Software Maintenance	110-082-000-000571-002108	<u>\$20,000</u>
Total Budget:		<u>\$125,000</u>

Further, I certify to you that this request meets the guidelines for the use of the Law Enforcement Trust Funds in compliance with Section 932-7055(4) (a), Florida Statutes and the guidelines for use of Federal Asset Sharing Funds as established by the United States Treasury Department and the United States Department of Justice.

Recommend approval.

BD/gg



**Interoffice Memorandum**

**Date:** August 27, 2015

**To:** City Commission

**Thru:** Thomas Barwin, City Manager

**From:** Bernadette DiPino, Chief of Police

**Subject:** Request for Budget Amendment from Law Enforcement Trust (Fund 110-070-000)

The Sarasota Police Department incurs administrative costs in the function of processing and collecting forfeitures. The administrative costs consist mainly of legal fees related to the forfeitures, but also may include other costs such as title fees, towing, advertising, or vehicle repair expenditures.

Therefore, \$50,000 is being requested, to absorb those costs for the 2015-2016 fiscal year.

Further, as required by law, I certify to you that this request complies with the requirements of Florida Statute No. 932.7055(54)(a) and (b), in that these administrative costs are considered to be reductions to the forfeiture revenues received.

Recommend approval.

BD/gg



**Interoffice Memorandum**

**Date:** September 2, 2015

**To:** City Commission

**Thru:** City Manager

**From:** Chief of Police

*[Handwritten signature]*

**Subject:** Request for Budget Amendment – Project Lifesaver Fund

The Police Department's Project Lifesaver Program began with donations from The Boar's Head Provisions Company, Inc. and Sunset Chevrolet in 2007. Since then donations and sales of the bracelets have generated revenues, as was hoped, more than sustaining the fund.

In order to utilize the balance available in this fund for the intended operation of the program, and also based on Project Lifesaver program revenue generated in prior year, the Police Department requests a budget amendment to increase in the revenue and expense accounts:

- Locator Bracelet Sales (#164-070-000-342150-000000) \$3,500
- Bracelet Maintenance Fees (#164-070-000-342151-000000) \$3,000
- Contributions & Donations (#164-070-000-366000-000000) \$500
  
- Motor Vehicles Supplies/Parts (#164-070-000-000316-000000) \$500
- Misc Supplies (#164-070-000-001320-000000) \$2,000
- Instruments & Apparatus - Capital (#164-070-000-000683-000000) \$2,000
- Motor Vehicle Maintenance (#164-070-000-000559-000000) \$1,500
- Other & Unclassified Property (#164-070-000-000690-000000) \$4,000

These monies will be used specifically for expenditures related to the Project Lifesaver Program.

Recommend approval.

BD/lg



**Interoffice Memorandum**

**Date:** September 2, 2015

**To:** City Commission

**Thru:** Thomas Barwin, City Manager

**From:** Chief Bernadette DiPino

**Subject:** Request for Budget Amendment for the Victims of Crime Act (VOCA) Grant for FY2015-2016

The Sarasota Police Department has been officially awarded the Victims of Crime Act (VOCA) Grant for the 2015-2016 funding cycle. The grant is for \$56,263, with an 80% award of \$45,010 and a 20% required match of \$11,253. The required match will be satisfied with an allocation of the existing Police Department Victim Advocate Coordinator's salary, as allowed by the Grant. This is the second year that the Police Department has been awarded the VOCA grant. The Department requested and was granted utilization of the funds to continue to employ one additional full-time Victim Advocate.

The Federal VOCA assistance grant program offers funding to local community providers for use in responding to the emotional and physical needs of crime victims, assisting victims in stabilizing their lives after their victimization, helping victims to understand and participate in the criminal justice system, and providing victims with a measure of safety and security. The Victim Advocate Program is an integral part of the Sarasota Police Department's Community Policing culture and ongoing service to all citizens.

By this memo, the Police Department is requesting that the funding structure be created reflecting the table on the following page. Recommend approval.

BD/lg/ks

**Budget Amendment Request - VOCA Grant FY2015-16**

Revenues		
\$ 45,010	173-729-194-334210-000000	80% Grant Award
11,253	173-729-194-381000-000000	20% Interfund Transfer In - Match
<b>\$ 56,263</b>		
Expenditures		
\$ 39,794	173-729-194-000101-000000	Salaries
3,045	173-729-194-000204-000000	Social Security
2,510	173-729-194-000222-000000	Retirement - DC Plan
836	173-729-194-000215-000000	Retirement - 457 Plan
9,910	173-729-194-000205-000000	Health Insurance
70	173-729-194-000206-000000	Life Insurance
98	173-729-194-000208-000000	Worker's Compensation
<b>\$ 56,263</b>		
\$ (8,075)	001-729-194-000101-000000	Salaries
(618)	001-729-194-000204-000000	Social Security
(606)	001-729-194-000222-000000	Retirement - DC Plan
(202)	001-729-194-000215-000000	Retirement - 457 Plan
(1,720)	001-729-194-000205-000000	Health Insurance
(12)	001-729-194-000206-000000	Life Insurance
(20)	001-729-194-000208-000000	Worker's Compensation
11,253	001-729-194-000901-000000	Interfund Transfer Out (20% Match)
<b>\$ -</b>		

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

City of Sarasota Police Department

AMENDMENT 1

GRANT NO. V197-14363

The Office of the Attorney General (the OAG) and the City of Sarasota Police Department (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:

## 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 \$46,793. The total sum of monies reimbursed to the Provider for the costs incurred under this Phase II of the Agreement shall not exceed \$46,793. 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 City of Sarasota Police Department have executed this amendment to the Agreement.

Chief Bernadette D'Alino  
Authorizing Official

Bonnie Rogers  
Director of Administration

Chief Bernadette D'Alino  
Print Name

Bonnie Rogers  
Print Name

9-15-15  
Date

9/9/15  
Date

596000426  
FEID # of Provider

N/A  
SAMAS Code