

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: 4/1/08      ☒ Consent      ☐ Regular  
   ☐ Ordinance      ☐ Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION

**I. EXECUTIVE BRIEF**

**MOTION AND TITLE:** Staff recommends motion to approve: a contract with the City of Riviera Beach Civil Drug Court in the amount of \$47,747 for the period October 1, 2007 – September 30, 2008 which will permit the city to hire a case manager position.

**SUMMARY:** On May 29, 2007, the Criminal Justice Commission (CJC) approved the use of \$100,000 in Drug Abuse Trust Fund (DATF) monies to contract for residential and outpatient substance abuse services for indigent clients court ordered to treatment through the Civil Drug Court Program located in the City of Riviera Beach. Of this amount, \$52,253 has already been contracted for substance abuse services and \$47,747 will be used to contract with the Civil Drug Court for a Case Manager position. District 7 (DW)

**BACKGROUND AND POLICY ISSUES:** Since its inception in 1991, the Civil Drug Court has assisted the recovery efforts of clients with substance abuse programs by ordering them into treatment programs through the Marchman Act (FSS. Chapter 397). The Marchman act allows family members to commit their significant others into treatment programs on a voluntary or involuntary basis by filing a Marchman Act petition. Due to limited resources and the unavailability of treatment beds, the Civil Drug Court can only refer clients for a short assessment and detoxification. The Board of County Commissioners approved \$45,000 DATF monies to CARP for Civil Drug Court referrals on November 18, 2003 (R2003-1923) and the contract was extended through September 30, 2005 (R2004-1766). A second contract (11/15/05, R2005-2259) was approved that ended on September 30, 2006 and the third contract (9/12/06, R2006-1971) ended on September 30, 2007. The approval of this contract will enable the Civil Drug court to continue to assist clients to fully recover through more intensive treatment services.

The Civil Drug Court branch is located at the Port Center in the City of Riviera Beach. It was created through an Administrative Order issued by the Chief Judge at that time. Retired Judge Edward Rodgers has presided over the court since its inception, along with several other volunteer judges. Court sessions are held every Saturday morning for indigent people who have not committed a crime but because of substance abuse problems are involuntarily or voluntarily committed to treatment by their loved ones.

**ATTACHMENTS:**

1. 3 Original Contracts with the City of Riviera Beach Civil Drug Court

RECOMMENDED BY:

  
DEPARTMENT DIRECTOR

(Final 1)

3-14-08  
DATE

APPROVED BY:

  
ASSISTANT COUNTY ADMINISTRATOR

3-28-08  
DATE

## II. FISCAL IMPACT ANALYSIS

### A. FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEAR	2008	2009	2010	2011	2012
CAPITAL EXPENDITURES					
OPERATING COSTS	<u>47,747</u>				
EXTERNAL REVENUES					
PROGRAM INCOME (County)					
CASH MATCH (County)					
NET FISCAL IMPACT	<u>47,747</u>				
# OF ADDITIONAL FTE POSITIONS					

IS ITEM IN CURRENT BUDGET? YES X NO       

BUDGET ACCOUNT NO.: FUND 1470 AGENCY 740 ORG. 2014 OBJECT 8201

### B. RECOMMENDED SOURCES OF FUNDS/SUMMARY OF FISCAL IMPACT:

Drug Abuse Trust Fund (1470) - \$47,747  
(Funding for this contract is included in the FY2008 budget).

C. DEPARTMENTAL FISCAL REVIEW: \_\_\_\_\_

## III. REVIEW COMMENTS

### A. OFMB FISCAL AND/OR CONTRACT ADMINISTRATION COMMENTS:

OFMB 3/19/08  
3/18/08  
3/17/08

3/20/08  
CONTRACT ADMINISTRATION  
This Contract complies with our contract review requirements.

### B. LEGAL SUFFICIENCY:

3/27/08  
ASSISTANT COUNTY ATTORNEY

### C. OTHER DEPARTMENT REVIEW:

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

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement is made the 1st day of April 2008, between the CITY of Riviera Beach, a municipality located in Palm Beach County, Florida (hereinafter "CITY") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

### **WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Civil Drug Court was created through an Administrative Order issued by the Chief Judge in 1991 and has assisted the recovery efforts of clients with substance abuse programs by ordering them into treatment programs through the Marchman Act (FSS. Chapter 397); and

**WHEREAS**, the CITY has an investment in the Civil Drug Court and has since its inception in 1991; and

**WHEREAS**, the COUNTY'S Criminal Justice Commission (CJC), wishes to provide continued support to the Civil Drug Court to provide services to citizens who are affected by substance abuse and addiction; and

**WHEREAS**, on the recommendation of the CJC, the services of a Case Manager is needed to market the services of the Civil Drug Court to the Youth Empowerment Centers and to schedule counseling services, treatment referrals, link participants to outside resources and monitor and track clients.

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

### **Section 1. Purpose and Payment**

1.1 The purpose of this Agreement is for the Criminal Justice Commission to provide support to the City of Riviera Beach Civil Drug Court for a Case Manager position; and

1.2 For the CITY to provide the services of a Case Manager to handle the increased client referrals for substance abuse treatment referrals from the CITY's Youth Empowerment Center as more specifically listed in the Scope of Work, "Exhibit A".

1.3 Upon receipt and approval of the CITY's fiscal invoices, the COUNTY will reimburse the CITY the not-to-exceed amount of \$47,747 in accordance with the budget, "Exhibit B".

## **Section 2. Representative/Monitoring Position**

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Michael L. Rodriguez, whose telephone number is (561) 355-2314.

The CITY'S representative/contract monitor during the term of this Agreement shall be Felicia A. Scott, whose telephone number is (561) 840-4824.

## **Section 3. Effective Date/Termination**

This Agreement shall take effect on October 1, 2007 and shall continue in full force and effect up to and including September 30, 2008 unless otherwise terminated as provided herein.

## **Section 4. Responsibilities and Duties**

CITY agrees to provide services in accordance with the fundamental principles of the Civil Drug Court and the Youth Violence Prevention Initiative; financially support its Civil Drug Court program equal to or greater than the COUNTY allocation; and support a full-time coordinator.

COUNTY agrees to provide support to the Civil Drug Court and Youth Violence Prevention Initiative efforts.

## **Section 5. Payments/Invoicing and Reimbursement**

CITY shall submit monthly invoices to COUNTY which will include a reference to this Agreement, identify the project, and identify the amount due and payable to CITY. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of payroll register, paid receipts, copies of check, invoices and/or other documentation acceptable to the Palm Beach County Clerk & Comptroller Finance Division. Invoices to the COUNTY shall include a reference to this Agreement, identify the project and identify the amount due and payable to the CITY. Invoices received from the CITY will be reviewed and approved by the COUNTY's CJC Executive Director, indicating that expenditures have been made in conformity with this Agreement and then will be sent to the Palm Beach County Clerk & Comptroller Finance Division. Invoices will normally be paid within thirty (30) days following approval.

## **Section 6. Access and Audits**

CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this project. The COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

## **Section 7. Breach/Opportunity to Cure**

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its

rights as provided for in this Agreement.

#### **Section 8. Termination**

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

#### **Section 9. Enforcement Costs**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

#### **Section 10. Notice**

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

COUNTY  
Executive Director  
Palm Beach County Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401

With a copy to:

Palm Beach County Board of County Commissioners  
County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

CITY  
William E. Wilkins, City Manager  
City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404

#### **Section 11. Delegation of Duty**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

#### **Section 12. Filing**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

#### **Section 13. Liability**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

#### **Section 14. Remedies**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **Section 15. Equal Opportunity Provision**

The COUNTY and the CITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

#### **Section 16. Insurance by City of Riviera Beach**

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., CITY acknowledges that it is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., CITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, CITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve CITY of its liability and obligations under this Interlocal Agreement.

#### **Section 17. Captions**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

#### **Section 18. Severability**

In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 19. Entirety of Agreement**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

## SCOPE OF WORK

### Program Overview

The CARP, Inc. Adult Residential Level II Treatment Program consists of an 96-bed residential facility located in two free-standing buildings on the CARP, Inc. campus. Male and female client living quarters are segregated. Residents participate in a seven-day a week structured clinical program with daily activities designed to promote abstinence-based recovery and the development of relapse prevention skills. These activities include group therapy; individual counseling; recovery-focused educational presentations and discussions; work therapy; recreational therapy; HIV/AIDS education; AA/NA meetings; supervised study; medical services, as needed; and, psychiatric consultation that provides dual diagnosis treatment and medication management. Random drug screening is performed as appropriate to shape behaviors and reinforce treatment gains. Counseling focuses on rehabilitation, strengthening of daily living skills and re-integration into the family and community. Family and/or significant other participation in counseling sessions is encouraged when indicated. Counseling and case management services are provided by licensed behavioral health care clinicians and certified addiction counselors.

Clients who meet criteria for admission to residential level I or II substance abuse care as defined by the American Society for Addiction Medicine (ASAM) Patient Placement Criteria and the Diagnostic and Statistical Manual of Mental Disorders (DSM- IV) are admitted to the appropriate level program after a nursing assessment and medical physical and history conducted by the Charge Nurse and Medical Director and a bio-psycho-social assessment conducted by a licensed behavioral health care counselor. Upon admission to the residential program, the client works with a case manager/counselor to develop an individualized treatment plan that includes measurable goals and objectives. Treatment plans are based on assessed client need as determined by the medical and bio-psycho-social assessments and delivered by an interdisciplinary team of licensed professional substance abuse personnel. Treatment plans are reviewed and updated every thirty (30) days. Residential level I and II services are provided 24-hours a day, seven days a week. Nursing care and medical case management are available 24-hours a day, seven days a week; medical care is available 24-hours a day, seven days a week. Psychiatric consultations are provided as needed. Admissions to the residential program are based on a triage model; those individuals with the most acute symptoms are admitted first. The average length of stay is ninety (90) days. Staffing patterns are consistent with Florida Administrative Code 65D-30 regulations.

There are two (2) levels of Residential Level II treatment:

- 1) Intensive Residential Treatment – 60 days focusing on orientation to recovery, healing, denial, foundation for recovery.
- 2) Intermediate Residential Treatment – 120 days focusing on re-socialization skills, job placement, support groups, preparation for community placement.



## BUDGET FY 2007 – 2008

DESCRIPTION	BUDGET AMOUNT
REG. SALARIES & WAGES CASE MANAGER	\$30,992.00
FICA TAXES	\$2,665.00
HLTH/DEN INSURANCE	\$8,382.00
LIFE INSUR GENERAL	\$108.00
PRINTING & BINDING (Buss. Cards/Stationeries Brochures)	\$200.00
OFFICE SUPPLIES (Fax/ Copier/Printer Stationary/Water)	\$1,200.00
OPERATING SUPPLIES (Ink cartages/Paper Pins/Binders)	\$4,000.00
OPERATING SUPPLIES JANITOR	\$200.00
 TOTAL BUDGET AMOUNT	 \$47,747.00

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

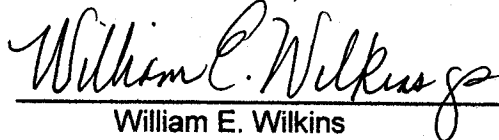
By: \_\_\_\_\_  
Addie L. Greene  
Chairperson

(SEAL)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

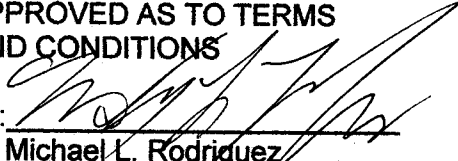
CITY: Riviera Beach, FL

  
\_\_\_\_\_  
William E. Wilkins  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
\_\_\_\_\_  
Michael L. Rodriguez  
Criminal Justice Commission