



**II. FISCAL IMPACT ANALYSIS**

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

FISCAL YEAR	2009	2010	2011	2012	2013
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS	<u>\$100,000</u>	_____	_____	_____	_____
EXTERNAL REVENUES	_____	_____	_____	_____	_____
PROGRAM INCOME (County)	_____	_____	_____	_____	_____
CASH MATCH (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$100,000</u>	=====	=====	=====	=====
# OF ADDITIONAL FTE POSITIONS	_____	_____	_____	_____	_____
IS ITEM IN CURRENT BUDGET?	YES <u>X</u>	NO _____			
BUDGET ACCOUNT NO.:	FUND _____	AGENCY _____	ORG. _____	OBJECT _____	

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

Funding is included in the Current FY 2009 Budget:

Drug Abuse Trust Fund - (1470-740-2014-8101) - \$52,253  
 Criminal Justice Reserve Fund - (1507-767-7607-8101) - \$47,747

**C. DEPARTMENTAL FISCAL REVIEW:** mg 9/16/08

**III. REVIEW COMMENTS**

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

*Sources of funds will be contributed directly to the City of Riviera Beach.*

atwillwhite 9-19-08  
 OFMB *9/18/09* *pm 9/16/08* *ew 9/16/08*

*W. H. Webb*  
 CONTRACT ADMINISTRATION *9/20/08*

*This Contract complies with our contract review requirements.*

**B. LEGAL SUFFICIENCY:**

*[Signature]* *10/17/08*  
 ASSISTANT COUNTY ATTORNEY

**C. OTHER DEPARTMENT REVIEW:**

## INTERLOCAL AGREEMENT

**THIS CONTRACT** is made as of the First day of October, 2008, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and 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**, the CJC has developed and is implementing a Youth Violence Prevention Project in Palm Beach County; and

**WHEREAS**, as a part of the Youth Violence Prevention Project, the CJC, in partnership with cities in target areas, has established Youth Empowerment Centers to provide services and activities for youth and Justice Service Centers to provide services for offenders; and

**WHEREAS**, the youth, adults, and their families participating at the Youth Empowerment Centers and Justice Service Centers may need to access substance abuse treatment; and

**WHEREAS**, on the recommendation of the CJC, the services of a Case Manager are needed to arrange and provide services of the Civil Drug Court to the Youth Empowerment Centers and Justice Service 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 for substance abuse treatment for the Civil Drug Court clients; and

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

1.3 For the CITY to refer clients to licensed substance abuse treatment providers as more specifically outlined in the Scope of Work, Exhibit "A".

1.4 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 for the Case Manager and not to exceed \$52,253 for substance abuse treatment services.

1.5 The COUNTY'S Executive Director of the Criminal Justice Commission may authorize adjustments in the inclusive budgeted items of up to 10% provided there is not an increase in the total Agreement amount.

### **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, 2008 and shall continue in full force and effect up to and including September 30, 2009 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  
Attn: Dawn Wynn

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, sexual orientation or gender identity or expression, 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.

**Section 20. CAPTIONS**

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

**Section 21. SEVERABILITY**

In the event that any section, paragraph, sentence, clause, or provision herein shall 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 22. 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.

**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:

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

Sharon R. Bock, Clerk and Comptroller

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

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

(SEAL)

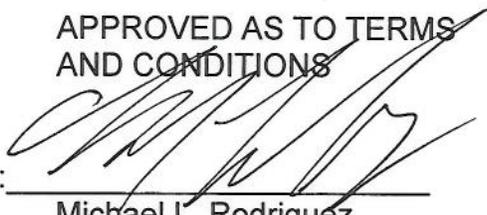
CITY: Riviera Beach, FL

\_\_\_\_\_  
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

**CITY OF RIVIERA BEACH  
CIVIL DRUG COURT  
SCOPE OF WORK**

**CASE MANAGER**

The Case Manger is responsible for marketing services that are provided by the City of Riviera Beach Civil Drug Court to Youth Empowerment Centers and Justice Service Centers. The case manager will be required to access and assist individual and their families who are impaired by substance abuse. Scheduling individual and family counseling services, treatment referrals, linking participants to outside resources, monitor clients' progress, tracking clients who have exited the program, documenting case notes, entering data and preparing monthly reports.

**Responsibilities:**

- Secure and maintain appropriate 'Release of Confidential Information' form for each applicant.
- Provide case management to clients assigned. Case management will involve screening, intake, assessment, service plan development, monitoring, linkage to appropriate community resources, follow up, appropriate discharge, tracking, etc...
- Prepare and submit reports to supervisor on a timely manner basis;
- Enter participants information into the database in a timely matter and update as needed;
- Network with other agencies to stay informed about services and resources available;
- Empower the applicant to take responsibility for their own recovery;
- Develop promotional strategies to inform the community about the program, including community presentations, print material, and related activities;
- Respect confidentiality at all times. Applicant information is never to be discussed in any non-professional context or with providers for whom the applicant/guardian has not signed a release of confidential information.
- Performed other assigned duties in a timely and efficient matter.

**Substance Abuse Treatment Services**

The Civil Drug Court is responsible for referring clients for substance treatment, providing payment for treatment and then submitting the invoice for reimbursement. The invoice will include information on the treatment provider level of service in sufficient detail to meet the requirements of the COUNTY. Providers must meet the certification and licensing requirements of the State of Florida. The CITY will establish fees for each service and provide a copy of the fees to the COUNTY.

**BUDGET ITEMIZATION**  
October 1, 2008 – September 30, 2009

<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>BUDGET</b>
Regular Salary & Wages CASE MANAGER	15.88hr x 2080hrs	\$ 32,414
Benefits-(FICA – Taxes Health/Dental Insurance Life Insurance-general)		\$ 10,970
Operating Supplies, Printing & Binding, Office Supplies		\$ 4,363
Professional/consultant treatment services (Assessment, detoxification, residential-outpatient treatment)		\$ 52,253
<b>Maximum Amount</b>		<b>\$100,000</b>