

II. FISCAL IMPACT ANALYSIS

A. FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEAR	2009	2010	2011	2012	2013
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS	<u>16,500</u>	_____	_____	_____	_____
EXTERNAL REVENUES	_____	_____	_____	_____	_____
PROGRAM INCOME (County)	_____	_____	_____	_____	_____
CASH MATCH (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>16,500</u>	=====	=====	=====	=====
# OF ADDITIONAL FTE POSITIONS	_____	_____	_____	_____	_____

IS ITEM IN CURRENT BUDGET? YES X NO _____

BUDGET ACCOUNT NO.: FUND 1507 AGENCY 767 ORG. 7607 OBJECT 8101

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

Criminal Justice Reserve Fund
(Funding for this contract is included in the FY2009 budget).

C. DEPARTMENTAL FISCAL REVIEW: mg 12/12/08

III. REVIEW COMMENTS

A. OFMB FISCAL AND/OR CONTRACT ADMINISTRATION COMMENTS:

<p><u><i>[Signature]</i></u> 12-22-08 OFMB</p> <p><i>AM 12-22</i> <i>AM 12-22-08</i> <i>CV 12/19/08</i></p>	<p><u><i>[Signature]</i></u> 12/23/08 CONTRACT ADMINISTRATION</p> <p><i>12/23/08</i></p>
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This Contract complies with our contract review requirements.

B. LEGAL SUFFICIENCY:

[Signature] 12-29-08
ASSISTANT COUNTY ATTORNEY

C. OTHER DEPARTMENT REVIEW:

**INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF RIVIERA BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT 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"), 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 Civil Drug Court acknowledges that participation by the family in the treatment and recovery process via family counseling, participation in group counseling, and an opportunity for increased knowledge of the recovery process will assist the family in-supporting the substance abuser; and

WHEREAS, through the continued pairing of clients with social service agencies, continued identification of employment and adequate housing needs; restored family relationships and completion of educational requirements for the clients, success of the program will be realized. Additionally, success will also be

realized when a client has completed the 60 day court ordered treatment program, followed by a 90 day aftercare service and random drug testing to insure program compliance and completion for the client; and

WHEREAS, the continued long term goals of the program are to increase active family participation in the recovery and treatment process including individual, group, and family counseling; and

WHEREAS, on the recommendation of the CJC, the services of the Family Restart Complete Care Program are needed to arrange and provide services to the families of the Civil Drug Court 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 COUNTY to provide support to the CITY Civil Drug Court for the services of the Family Restart Complete Care Program to arrange and provide services to the families of the Civil Drug Court clients; and

1.2 For the CITY to provide the services of the Family Restart Complete Care Program as more specifically listed in the Scope of Work, Exhibit "A"; and

1.3 Upon receipt and approval of the CITY's fiscal invoices, the COUNTY will reimburse the CITY the not-to-exceed amount of \$16,500 in accordance with the budget, Exhibit "B".

1.4 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 be retroactive and 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. CITY'S Responsibilities and Duties

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

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 checks, invoices and/or other documentation acceptable to the Palm Beach County Clerk & Comptroller Finance Division. 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. The CITY shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation of the project.

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:

Gloria Shuttlesworth, Interim-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 set forth herein 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 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 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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
Sharon R. Bock, Clerk & Comptroller BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

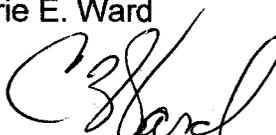
By: _____
John F. Koons, Chairman

DATE: _____

(Seal)

ATTEST:
Carrie E. Ward

CITY OF RIVIERA BEACH,
FLORIDA

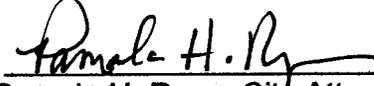
By: 
City Clerk

By: 
Thomas Masters, Mayor

DATE: November 5, 2008

(Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Pamala H. Ryan, City Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: 
Michael L. Rodriguez
Criminal Justice Commission

**CITY OF RIVIERA BEACH
FAMILY RESTART
SCOPE OF WORK**

The Civil Drug Court acknowledges that participation by the family in the treatment and recovery process via family counseling, participation in group counseling, and an opportunity for increased knowledge of the recovery process will assist the family in supporting the substance abuser.

The continuation of the Family Restart Complete Care Program will allow clients and their families' complete care which includes individual, group and family counseling, random drug testing to ensure proper compliance and continued assessments to identify the strengths and weaknesses of the client to determine needs for education, employment and housing.

The short term goals will be to identify the needs of clients through the use of the Addiction Severity Index (ASI). The ASI assists the Civil Drug Court in determining the immediate needs of the clients which will allow the Civil Drug Court to create a plan of action to assure that the client is prepared to re-enter society. The long term goals of the Family Restart Complete Care Program are to increase active family participation in the recovery and treatment process including individual, group, and family counseling. Additionally, the Civil Drug Court will seek to partner with additional social service agencies which will seek to provide the clients with additional resources while continuing its relationship with the existing social service agencies which assists clients in identifying and completing educational and employment training as well as identifying housing needs.

Family Restart Complete Care Program staff consist of a Drug Court Counselor which will provide individual, group and family counseling. Funds from this grant will be utilized for payment of the contracted Certified Drug Court Counselor.

The Family Restart Complete Care Program will be housed within the offices of the City of Riviera Beach Civil Drug Court located in the Port Center at 2051 Martin Luther King Jr., Blvd., Suite 116, Riviera Beach, Florida, 33404. The targeted clients are men and women who reside in Palm Beach County.

Through the continued pairing of clients with social service agencies, continued identification of employment and adequate housing needs; restored family relationships and completion of educational requirements for the clients, success of the program will be realized. Additionally, success will also be realized when a client has completed the 60 day court ordered treatment program, followed by a 90 day aftercare service and random drug testing to insure program compliance and completion for the client.

BUDGET ITEMIZATION

October 1, 2008 – September 30, 2009

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>BUDGET</u>
Contractual Services		
Drug Court Counselor	(\$20 per hour x four (4) hours x fifty-two (52) weeks)	\$4,160
Office Supplies and Equipment		\$3,000
Client supplemental		
(SS card, Florida State I.D. Birth Certificates \$25 x twenty-five clients)		\$625
Communication Service		
Dedicated telephone line and one (1) cell phone with basic service		\$800
Promotional Activities		\$975
Travel		
(Including Case Worker/Manager to National Conferences – National Association of Drug Court Professionals (NADCP), National Association of Court Management)		\$5,000
Stationary		\$1,100
Postage		\$840
Total – Maximum Amount		<u>\$16,500</u>