

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary Of Fiscal Impact:

Fiscal Year	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	<u>52,254</u>				
External Revenues	<u><52,254></u>				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u><u>-0-</u></u>				
POSITIONS (Cumulative)	<u><u>-0-</u></u>				

Is Item In adopted Budget? Yes X No _____

Budget Account No: Fund 1470 Agency 740 Org 2014 Object 8101

B. Recommended Sources Of Funds/Summary of Fiscal Impact:
Drug Abuse Trust Fund - DATF (Fund 1470)

C. Departmental Fiscal Review: mg 2/3/2011

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

N. Diaz 2/9/11
OFMB
SD
2/9/11
2/17/11

Dr. J. Jacoby 2/10/11
Contract Development & Control

B. Legal Sufficiency:
[Signature] 2/15/11
Assistant County Attorney

This Contract complies with our contract review requirements.
The effective date is retroactive.

**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, 2010, 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 (hereafter referred to as "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, 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 COUNTY, will reimburse the CITY for the expenses outlined in the Budget Narrative in Exhibit B, up to the amount of \$52,254.00 from October 1, 2010 through September 30, 2011 for the Civil Drug Court set forth in Exhibit A. A copy of the budget is attached as Exhibit B and by this reference incorporated herein; and

WHEREAS, the CITY will provide services and incur expenditures as set forth in Exhibits A and B.

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 substance abuse treatment for the Civil Drug Court clients; and
- 1.2 Upon receipt and approval of the CITY's fiscal invoices, the COUNTY will reimburse the CITY the not-to-exceed amount of \$52,254.00, in accordance with the budget (Exhibit B) for substance abuse treatment services.
- 1.3 All subcontracts for services herewith, shall require prior review and written authorization by the COUNTY'S representative.

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.

The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of \$500.00. All events/trips must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY. In the event of the termination of the Interlocal Agreement by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.

Section 2. Representative/Monitoring Position

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Becky Walker, whose telephone number is (561) 355-1739.
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, 2010 and shall continue in full force and effect up to and including September 30, 2011 unless otherwise terminated as provided herein.

Section 4. Responsibilities and Duties

The 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.

The COUNTY agrees to provide support to the Civil Drug Court.

Section 5. Payments/Invoicing and Reimbursement

The CITY shall submit monthly programmatic reports and monthly financial invoices to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the CITY. Upon receipt and approval of the CITY's monthly programmatic and fiscal invoices, the COUNTY will reimburse the CITY the not-to-exceed amount in accordance with the budget (Exhibit B). Invoices shall be itemized in sufficient detail for prepayment audit thereof. 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. The CITY shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation. Invoices received from the CITY will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

Section 6. Access and Audits

The 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.

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

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. Attorney's Fees

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 provided under or pursuant to the Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below.

For the COUNTY: Michael L. Rodriguez, Executive Director
Palm Beach County Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401

With a copy to: Gentry Benjamin, Assistant County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401

For the CITY: Ms. Ruth Jones, 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.

In the event the CITY uses a subcontractor, the subcontractor shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate due to the acts or omissions of Subcontractor.

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., the 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 the 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.

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

Section 17. Notices

The CITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Civil Drug Court and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

Section 18. Criminal History Records Check

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

Section 19. Regulations; Licensing Requirements

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The CITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Section 20. City's Programmatic Requirements

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

- A.** Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal Agreement, in accordance with generally accepted accounting principles.
- B.** Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C.** No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D.** To allow the COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor the CITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The COUNTY staff will utilize and review other funding entities' licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E.** To support programmatic monitoring and evaluation, the CITY will complete and submit a "logic model form" that will identify the CITY'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized

representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the Interlocal Agreement is in force. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the CITY complete the "logic model form".

- F. Reimburse funds to the COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- G. The CITY will submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the CITY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All data will be submitted to the Criminal Justice Commission staff in MS Word or Excel format.
- H. The CITY will submit a Monthly Demographic Report based on the clients served by the County funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All data will be submitted to the Criminal Justice Commission staff in MS Word or Excel format. CITY that does not provide services to clients directly or indirectly are exempt from this reporting requirement.

Section 21. Captions

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

Section 22. 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 23. Availability of Funds

The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Section 24. Modifications of Work

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CITY of the COUNTY'S notification of a contemplated change, the CITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated

change shall affect the CITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the CITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the CITY shall not commence work on any such change until such written amendment is signed by the CITY and approved and executed on behalf of Palm Beach County.

Section 25. 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 the CITY has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

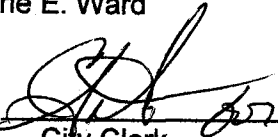
By: _____
Deputy Clerk

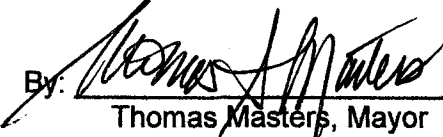
By: _____
Karen T. Marcus, Chair

DATE: _____
(Seal)

ATTEST:
Carrie E. Ward

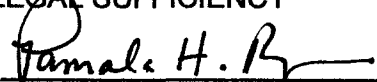
CITY OF RIVIERA BEACH,
FLORIDA

By: 
City Clerk

By: 
Thomas Masters, Mayor

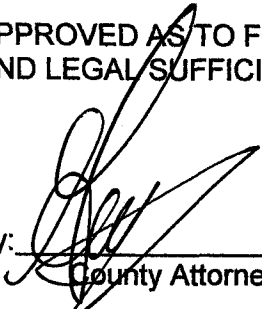
DATE: 1-7-11
(Seal)

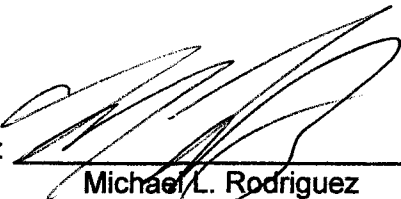
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

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 CIVIL DRUG COURT
SCOPE OF WORK**

CIVIL DRUG COURT

In 1991, Circuit Court Judge Edward Rodgers instituted a Saturday Drug Court in Riviera Beach, Florida. It was designed to reach those people in need of the court ordered substance abuse services, but was unable to recognize their need for treatment or unable to obtain the treatment services needed to begin the recovery process.

A person may be ordered to treatment at the appropriate treatment resources facility by the Circuit Court. An Involuntary Assessment Findings petition may be filed by the respondent's spouse or guardian, any relative, or any three adults having personal knowledge of the respondent's substance abuse impairment. If the respondent is a minor, the petition may be filed by a parent, legal guardian, or legal custodian.

The Civil Drug Court staff accepts petitions Monday through Friday.

Staff is responsible for:

- Scheduling of Judges for Marchman Act commitment hearings
- Attending status check hearings
- Summoning respondents and petitioners for court appearances
- Arrange transport for clients attending treating facilities
- Collection of data
- Random drug testing to ensure compliance

The petition should allege that the person:

1. Is a habitual abuser of a controlled substance not pursuant to a lawful prescription.
2. Has lost the power of self control with respect to the use of such controlled substance.
3. Has threatened, attempted, or actually inflicted physical harm on himself or another.
4. The reason the petitioner believes that the respondent's refusal to voluntarily receive care is based on judgment so impaired by reason of substances abuse that the respondent is incapable of appreciating his need for care and making a rational decision regarding his or her need for care.

5. If the respondent has refused to submit to an assessment, such refusal must be alleged in the petition.

Family Restart Complete Care

The purpose of the "Family Restart Complete Care" project provide clients and their families complete care which includes individual, group and family counseling, random drug testing to ensure program compliance and continued assessments to identify the strengths and weaknesses of the client to determine needs for education, employment and housing.

The goal is to identify the needs of the clients through use of the Addiction Severity Index (ASI) which determines the immediate needs of the client necessary to create a plan of action to ensure the client is prepared to re-enter society.

Clients are assessed prior to completing their Court Ordered Treatment and contingent on the assessment are linked to various social, educational and therapeutic services that will offer the clients employment training, housing assistance, parenting education and other family services for total recovery or rehabilitation.

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 Family Restart Complete Care Program will provide 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 and a 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.

CASE MANAGER

The Case Manager 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 individuals 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 basis;
- Enter participants information into the database in a timely manner 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;
- Perform other assigned duties in a timely and efficient manner.

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.

Outcome Measures

1. Outcome 1: Effectively manage Civil Drug Court / Family Restart Complete Care Program cases
2. Outcome 2: Reduce the rate of violations associated with CDC / FRCCP cases
3. Outcome 3: Increase the rate of successful completion associated with CDC / FRCCP cases
4. Outcome 4: Reduce recidivism rates among CDC / FRCCP case clients (long term as most recidivism rates are calculated by tracking a cohort over a three year period)

**BUDGET ITEMIZATION
OCTOBER 1, 2010 - SEPTEMBER 30, 2011**

DESCRIPTION	AMOUNT
Contractual Services (Client treatment/drug testing)	\$52,254.00
TOTAL BUDGET	\$52,254 .00

Budget Narrative

Treatment Facilities

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.

An identification of treatment facilities is necessary to ensure that the needs of the clients are met. Each client has specific needs that must be addressed during the recovery process and it is imperative that staff identifies facilities that can meet the immediate needs of the clients. All facilities may not offer identical services and staff must determine the best fit for the client with the appropriate treatment facility.