

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 9/22/2015 ☒ 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: An Interlocal Agreement with the City of Riviera Beach for Civil Drug Court for the period October 1, 2014 through September 30, 2015 in the amount of \$130,000 to provide case management and substance abuse treatment.

SUMMARY: The Criminal Justice Commission (CJC) recommends use of the funding for this project. The Civil Drug Court Program, located in the City of Riviera Beach, provides case management services and contracts for residential and outpatient substance abuse services arising from court ordered treatment for indigent clients. This interlocal agreement was the subject of lengthy negotiations, and as such was significantly delayed. However, the City of Riviera Beach continued to provide services to their clients. Countywide (JB)

BACKGROUND AND POLICY ISSUES: Since its inception in 1991, the Civil Drug Court has assisted in 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. The approval of this contract will enable the Civil Drug Court to continue assisting clients to fully recover through more intensive treatment services.

- Attachments:
- 1. Original Interlocal Agreement with the City of Riviera Beach

RECOMMENDED BY:  9-3-15
DEPARTMENT DIRECTOR DATE

APPROVED BY: Stephanie Sepora 9/4/15
for ASSISTANT COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary Of Fiscal Impact:

Fiscal Year	2015	2016	2017	2018	2019
Capital Expenditures	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Operating Costs	<u>130,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
External Revenues	<u>(82,766)</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Program Income (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u><u>47,234</u></u>	<u><u> </u></u>	<u><u> </u></u>	<u><u> </u></u>	<u><u> </u></u>
POSITIONS (Cumulative)	<u>-0-</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item In adopted Budget? Yes X No

Budget Account No: Fund 1500, 1470, 0001 Agency 767 Unit 7608 Object 8101

B. Recommended Sources Of Funds/Summary of Fiscal Impact:

Crime Prevention Trust Fund \$56,381 – (1500)
Drug Abuse Trust Fund - \$26,385 – (1470)
Ad Valorem - \$47,234

C. Departmental Fiscal Review: Stephanie Simpson

III. REVIEW COMMENTS

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

Sherry Brown
OFMB ^{AD} _{9/9} ^{AK} _{9/9/15}

Dr. S. Joubert 9/11/15
Contract Development & Control

B. Legal Sufficiency:

James Brub 9/10/15
Assistant County Attorney

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE CITY OF RIVIERA BEACH FOR CIVIL DRUG COURT**

THIS INTERLOCAL AGREEMENT ("ILA" or "Agreement") is made as of ____ day of _____, 2015 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the "COUNTY"), and the City of Riviera Beach, a municipality located in Palm Beach County, Florida (herein referred to as the 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 public agencies 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 defined therein to enter into ILA 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 participants with substance abuse problems by ordering them into treatment programs through Marchman Act (FSS. Chapter 397); and

WHEREAS, the City has an investment in the Civil Drug Court and has since the Civil Drug Court inception in 1991; and

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

WHEREAS, through the continued pairing of participants with social service agencies, continued identification of employment and adequate housing needs, restored family relationships and completion of educational requirements for the participants, success of the Civil Drug Court program will be realized; and

WHEREAS, success will also be realized when a participant has completed the 60 day court ordered treatment program; and

WHEREAS, the COUNTY has agreed to reimburse the CITY for services and expenses it expends as outlined in the Budget, Exhibit B, in an amount not to exceed One Hundred and

Thirty Thousand Dollars (\$130,000) from October 1, 2014 through September 30, 2015.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the CITY agree as follows:

SECTION 1– SERVICES - SCOPE OF WORK

The CITY’S responsibilities under this ILA are to hire staff and provide substance abuse treatment (REFERRALS) for Civil Drug Court participants, provide for support services, as more fully outlined in the Scope of Work attached hereto and marked as Exhibit A.

The COUNTY’S representative/liaison during the performance of this ILA shall be Rosalind Murray, telephone no. (561) 355-4943.

The CITY’S representative/liaison during the performance of this ILA shall be Felecia A. Scott, telephone no. 561-840-4824.

SECTION 2 – TERM OF CONTRACT

The CITY shall begin services on October 1, 2014, and complete all services by September 30, 2015. The parties agree that the CITY will be entitled to payment for services rendered beginning on October 1, 2014, notwithstanding the date the ILA is executed by the COUNTY.

The data and other deliverables to support programmatic monitoring and evaluation, the CITY will complete and submit an “Outcome Measures Report” that will identify the CITY’S program activities, outputs and desired outcomes (caseload, disposition, and recidivism) to the satisfaction of authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission.

SECTION 3 - PAYMENTS TO THE CITY

- A. The total amount to be paid by the COUNTY under this ILA for all services shall not exceed a total contract amount of one hundred and thirty thousand dollars (\$130,000). "Out-of-pocket" expenses are not permissible under this ILA. The CITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CITY will bill the COUNTY on a monthly basis at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work.
- B. Invoices received from the CITY pursuant to this ILA will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the ILA. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. “Out of Pocket” expenses will be reimbursed up to an amount not to exceed N/A

- D. This shall constitute CITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CITY.

SECTION 4 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with ILA requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 5 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

SECTION 6 – ENFORCEMENT

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 7 - NOTICE

All notices required in this ILA shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

however, that this clause pertains only to the parties to this Agreement.

SECTION 7 - NOTICE

All notices required in this ILA shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue- 6th Floor
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:

Ruth Jones, City Manager
600 W. Blue Heron Blvd.
City of Riviera Beach
Riviera Beach, FL 33404

SECTION 8 - DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and the CITY.

SECTION 9 - FILING

A copy of this ILA shall be filed with the Clerk and Comptroller in and for Palm Beach County.

SECTION 10 - LIABILITY

The parties to this ILA 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 11 - REMEDIES

This ILA shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the ILA 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, 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.

No provision of this ILA is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this ILA, including but not limited to any citizen or employees of the COUNTY and/or the CITY.

SECTION 12 – NON-DISCRIMINATION

The CITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The SERVICE PROVIDER has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if SERVICE PROVIDER does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

SECTION 13 - INSURANCE BY THE CITY

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., the CITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

Prior to execution of the agreement, 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 ILA.

SECTION 14 – PUBLIC ANNOUNCEMENTS

The CITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the program and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission, 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 15 - 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 16 - 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 ILA 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 ILA period shall be disseminated except as authorized by statute during the ILA period or thereafter.
- D. Allow the COUNTY, through the Criminal Justice Commission, to monitor the CITY and ensure that the fiscal and programmatic goals as outlined in the Scope of Work (Exhibit A) are adhered to by permitting authorized representatives to have access to records upon reasonable notice for the purpose of review, analysis, inspection and audit. Such inspections may include unannounced site visits. 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 ILA.
- E. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.

SECTION 17 - AVAILABILITY OF FUNDS

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

SECTION 18 - 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 ILA.

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 ILA 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 19 - SEVERABILITY

If any term or provision of this ILA, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this ILA, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this ILA shall be deemed valid and enforceable to the extent permitted by law.

SECTION 20 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CITY agree that this ILA sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this ILA may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Section 18- Modifications of Work.

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**City of Riviera Beach
Civil Drug Court – Scope of Work**

CIVIL DRUG COURT

In 1991, Circuit Court Edward Rodgers instituted a Saturday Drug Court in Riviera Beach, Florida. It was designed to reach those people in need of the court ordered services, but were 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 checks 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.

**2014-2015
CITY OF RIVIERA BEACH
CIVIL DRUG COURT**

BEGINNING BUDGET:	\$130,000
Certified Assessor	6,000
Case Manager (16.52 Per hr. x 2080 hrs.)	34,362
Community Coordinator (19.95 Per hr. x 1064 hrs.)	19,099
Fica/Taxes	4,170
Treatment	50,000
Operating/Supplies	6,928
Training/Certification/Membership	2,500.00
Communication Service	390.00
Maintenance/Equipment	6,061
Postage	490.00
TOTAL BUDGET ALLOCATED:	\$130,000

IN WITNESS WHEREOF, the COUNTY and the CITY have hereunto set its hand the day and year above written.

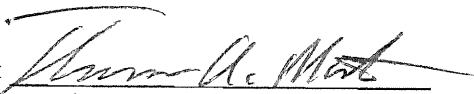
ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

Dated: _____

CITY OF RIVIERA BEACH

By: 
Thomas A. Masters, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Pamela Ryan, City Attorney


ATTEST:

Claudene L. Anthony

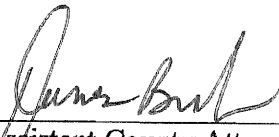
By: 
City Clerk

DATE: May 6, 2015
(Seal)

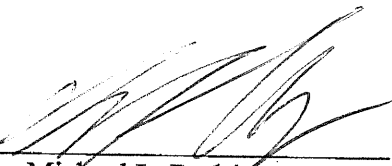
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
 Shelley Vana, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Michael L. Rodriguez
Criminal Justice Commission