

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: March 1, 2016 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Department of Public Safety  
Submitted By: Department of Public Safety  
Submitted For: Division of Justice Services

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to: **A) Approve** an Interlocal Agreement for Civil Drug Court with the City of Riviera Beach for the period October 1, 2015 through September 30, 2018 in the amount of \$401,700 to provide support to the Civil Drug Court and substance abuse treatment services; and **B) Authorize** the County Administrator, or designee, to execute minor amendments and administrative documents associated with the above agreement, on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

**Summary:** 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 throughout the county. This Interlocal agreement will provide funding to the City of Riviera Beach to continue to operate the Civil Drug Court program. Countywide (JB)

**Background and Justification:** Since its inception in 1991, the Civil Drug Court has assisted in the recovery efforts of clients with substance abuse problems by ordering them into treatment programs through the Marchman Act (FSS. Chapter 397). The Marchman Act allows having family members committed into treatment programs on a voluntary or involuntary basis by filing a Marchman Act petition. The Marchman Act also has provisions, under emergency conditions, that allow a law enforcement officer or a physician may present a person for admission to a hospital or addictions receiving facility for detoxification and stabilization. The Civil Drug Court operates Monday through Friday, 8:30 am until 8:30 pm. Petitions are received daily until 5:00 pm and evening hours (5:00 pm – 8:30 pm) are reserved for the service of court appearance summons. Civil Drug Court hearings are also held on Saturdays between the hours of 9:00 am and Noon. The approval of this agreement will enable the Civil Drug Court to continue assisting clients to fully recover through more intensive treatment services.

**Attachment**

- 1) Interlocal Agreement for Civil Drug Court Between Palm Beach County and the City of Riviera Beach

Recommended by: Stephane Demore 1/28/16  
Department Director Date

Approved By: Stephane Demore 1/28/16  
for Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures					
Operating Costs	133,900	133,900	133,900		
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<u>133,900</u>	<u>133,900</u>	<u>133,900</u>		

**# ADDITIONAL FTE**

<b>POSITIONS (Cumulative)</b>	0	0	0	0	0
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Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account Exp No: Fund 0001 Department 660 Unit 5244 Object 8101  
 Rev No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ RevSc \_\_\_\_\_

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

Fund: 0001 - General Fund  
 Unit: 5244 - Civil Drug Court

Departmental Fiscal Review: \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*[Signature]* 7/8/16  
 AK 2/5/16  
 OFMB

*[Signature]* 2/12/16  
 Contract Administration

**B. Legal Sufficiency:**

*[Signature]*  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

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

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This Interlocal Agreement, hereinafter referred to as contract, is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, 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 ( \_\_\_\_\_ the City of Riviera Beach \_\_\_\_\_), a ( \_\_\_\_\_ municipality \_\_\_\_\_ ) authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including, but not limited to, Municipality, City, Town, University, College), whose Federal I.D. is \_\_\_\_\_ n/a \_\_\_\_\_.

In consideration of the mutual promises contained herein, the COUNTY and the ENTITY agree as follows:

**ARTICLE 1 - SERVICES**

The ENTITY'S responsibility under this Contract is to provide support to the Civil Drug Court and provide treatment services to citizens who are affected by substance abuse \_\_\_\_\_, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be \_\_\_\_\_ Jenise Link, Court Services Manager \_\_\_\_\_, telephone no. \_\_\_\_\_ 561-688-4623 \_\_\_\_\_.

The ENTITY'S representative/liaison during the performance of this Contract shall be \_\_\_\_\_ Felicia A. Scott, Program Manager \_\_\_\_\_, telephone no. \_\_\_\_\_ 561-840-4824 \_\_\_\_\_.

**ARTICLE 2 - SCHEDULE**

The ENTITY shall commence services on \_\_\_\_\_ October 1, 2015 \_\_\_\_\_ and complete all services by \_\_\_\_\_ September 30, 2018 \_\_\_\_\_.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

**ARTICLE 3 - PAYMENTS TO ENTITY**

A The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of \_\_\_\_\_ FOUR HUNDRED-ONE THOUSAND AND SEVEN HUNDRED \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ 401,700 \_\_\_\_\_). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will bill

the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. 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 Dollars (\$ 0 ), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'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 ENTITY.

**ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the ENTITY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside ENTITYs. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

**ARTICLE 5 - TERMINATION**

This Contract may be terminated by the ENTITY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in

accordance with the terms of this Contract through no fault of the ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the ENTITY. Unless the ENTITY is in breach of this Contract, the ENTITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the ENTITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 6 - PERSONNEL**

The ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the ENTITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the ENTITY'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

**ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the ENTITY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the ENTITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The ENTITY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The ENTITY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The ENTITY shall provide the COUNTY with a copy of the ENTITY's contract with any SBE subcontractor or any other related documentation upon request.

The ENTITY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The ENTITY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The ENTITY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The ENTITY agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

**ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the ENTITY. The ENTITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the ENTITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The ENTITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

**ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years

are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**ARTICLE 10 – INSURANCE**

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, ENTITY 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.

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

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

When requested, ENTITY shall agree to 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 the ENTITY of its liability and obligations under this contract.

**ARTICLE 11 – INDEMNIFICATION**

To the extent allowed by law, the ENTITY 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 levels or otherwise, arising during and as a result of their performance of the terms of this INTERLOCAL AGREEMENT or due to the acts or omissions of the ENTITY.

**ARTICLE 12 - LIABILITY**

The parties to this INTERLOCAL 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.

**ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The COUNTY and the ENTITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the ENTITY shall assign, sublet, convey or transfer its interest in

this Contract without the prior written consent of the other.

**ARTICLE 14 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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 Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or ENTITY.

**ARTICLE 15 - CONFLICT OF INTEREST**

The ENTITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The ENTITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the ENTITY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ENTITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the ENTITY. The COUNTY agrees to notify the ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by the ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENTITY, the COUNTY shall so state in the notification and the ENTITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the ENTITY under the terms of this Contract.

**ARTICLE 16 - EXCUSABLE DELAYS**

The ENTITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the ENTITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.



Upon the ENTITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the ENTITY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

**ARTICLE 17 - ARREARS**

The ENTITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The ENTITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The ENTITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the ENTITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

**ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The ENTITY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the ENTITY'S sole direction, supervision, and control. The ENTITY shall exercise control over the means and manner in which it and its employees perform the work,

and in all respects the ENTITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The ENTITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**ARTICLE 20 - CONTINGENT FEES**

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENTITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 21 - ACCESS AND AUDITS**

The ENTITY 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 Contract. 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 ENTITY'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 ENTITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract 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 County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**ARTICLE 22 - NONDISCRIMINATION**

The ENTITY 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.

ENTITY 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 ENTITY does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

**ARTICLE 23 - AUTHORITY TO PRACTICE**

The ENTITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

**ARTICLE 24 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 25 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITYs who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 26 - 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 ENTITY of the COUNTY'S notification of a contemplated change, the ENTITY 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 ENTITY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ENTITY 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 a Contract Amendment and the ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY and approved and executed on behalf of Palm Beach County.

**ARTICLE 27 - NOTICE**

All notices required in this Contract 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:

Vincent Bonvento, Director  
Department of Public Safety  
20 South Military Trail  
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, FL 33401

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

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

**ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the ENTITY agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

**ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK**

If ENTITY'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the ENTITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The ENTITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the ENTITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

**ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS**

The ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY 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.

**ARTICLE 31 – SCRUTINIZED COMPANIES (when contract value is greater than \$1million)**

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITYs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by ENTITY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

**ARTICLE 32 – FILING**

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

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

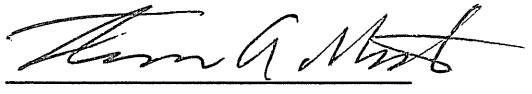
By: \_\_\_\_\_  
Deputy Clerk

DATE: \_\_\_\_\_

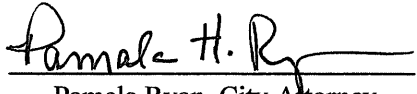
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Mary Lou Berger, Mayor  
Palm Beach County

CITY OF RIVIERA BEACH

By:   
Thomas A. Masters, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

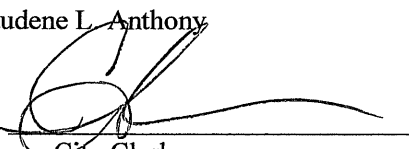
By:   
Pamela Ryan, City Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

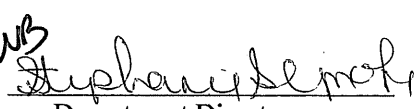
ATTEST:

Claudene L. Anthony

By:   
City Clerk

DATE: San 6, 2016

APPROVED AS TO TERMS AND CONDITIONS

By: <sup>NB</sup>  
Department Director  
<sub>fa</sub>

Attachment # 1

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**City Of Riviera Beach**

**Civil Drug Court – Scope of Work**

**CIVIL DRUG COURT**

In 1999, 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 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 of the person, a director of a licensed service provider, a private practitioner, 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/custodian or licensed service provider.

**The Civil Drug court staff accepts petitions Monday through Saturday**

**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 for involuntary assessment and stabilization must contain the name of the respondent; the name of the applicant or applicants; the relationship between the respondent and the applicant; the name of the respondent's attorney, if known, and a statement of the respondent's ability to afford an attorney; and must state facts to support the need for involuntary assessment and stabilization, including:**

- The reason for the petitioner's belief that the respondent is substance abuse impaired; and
- The reason for the petitioner's belief that because of such impairment the respondent has lost the power of self-control with respect to substance abuse; and either
- The reason the petitioner believes that the respondent has inflicted or is likely to inflict physical harm on himself or herself or others unless admitted; or
- The reason the petitioner believes that the respondent's refusal to voluntarily receive care is based on judgment so impaired by reason of substance abuse that the respondent is incapable of appreciating his or her need for care and of making a rational decision regarding that need for care. If the respondent has refused to submit to an assessment, such refusal must be alleged in the petition.

Attachment # 1

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**2015-2016  
CITY OF RIVIERA BEACH  
CIVIL DRUG COURT**

<b>BEGINNING BUDGET:</b>	<b>\$133,900</b>
Certified Assessor	6,000
Case Manager (16.52 per hr. x 2080 hrs.)	34,362
Community Coordinator (17.50 per hr. x 2080 hrs.)	36,400
Fica/Taxes	5,567
Treatment	36,981
Operating/Supplies	3,000
Training/Certification/Membership/ Process server renewal	2,500
Communication Service	600
Maintenance/Equipment	4,500
Postage	490
Promotional Recovery month activity	3,500
<b>TOTAL BUDGET ALLOCATED:</b>	<b>\$133,900</b>