Agenda Item #: 3X2

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM SUMMARY

			,			
Meeting Date: Mar	========= ch 14, 2017	[X] []	Consent Ordinance			======== Regular Public Hearing
Department: Submitted By: Submitted For:	Department of Pu Department of Pu Division of Justic	blic Sa	fetv			
	-====================================	CUTIV	======: <u>'E BRIEF</u>	===	==	
Motion and Title: the Interlocal Agree to revise the budget	Staff recommends ment for Civil Drug (motio	n to receive a	Divia		D (D0040 000
Summary: The capproved by the Boat 1, 2015 through Sep Civil Drug Court proprogram, located in contracts for reside ordered treatment for Interlocal Agreem maintenance/equipment \$1,000 to training County Administrate administrative docu County Commission Office, and within but the support of the Butterlocal County Commission Office, and within butterlocal within butterlocal county Commission Office, and within our control county Commission Office, and within the county Commission Office, and within the county County Commission Office, and within the county	protor County Commotember 30, 2018 in gram and substance the City of Riviera Bential and outpatien or indigent clients threent revises the nent and reallocate ag without changing or or designee was ments associated where, after approval	the ame abuse Beach, t substroughou budg \$500 to author with this local points.	ers on March 1 ount of \$401,7 e treatment se provides case tance abuse at the County. let exhibit o operating su al funding amo rized to execus a agreement	, 201 700 t rvice ma servi The to pplie unts	6 fo o p s. nag ice: Fir: moss, 9	or the period Octobe rovide support to the The Civil Drug Courgement services and arising from courst Amendment to the ove \$2,000 from \$500 to promotional March 1, 2016, the or amendments and are the Portage of the P
Background and Jassisted in the recover the treatment prograted allows having far anyoluntary basis be provisions, under exphysician may present or reallocation of fur attachment	ery enorts or clients or common or clients o	with su rchmar nitted i an Act ns, tha ission t amend ses or o	bstance abuse n Act (FSS. CI nto treatment petition. The t allow a law o a hospital or dment revises decreases in t	e pro prog prog Ma de madd the the fu	ble er 3 grar arch ford icti bud und	ms by ordering then 197). The Marchmar 197). The Marchmar 197 on a voluntary on a man Act also has been a facility on a mount.
1) First Amer Riviera Be	ndment to Interlocal ach	Agreer	ment for Civil	Drug	Co	ourt with the City of
Recommended by:	Sty lour Department	L Directo	yriolp or	THE PERSON NAMED AND PARTY OF THE PERSON		3/6/17
Approved By:						3-6-17
	Deputy Cour	nty Adr	ninistrator			Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fi	scal Impact						
Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u> 2021</u>		
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)							
Net Fiscal Impact	*						
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0		
ls Item Included In Curre	ent Budget?	Yes X					
Budget Account Exp No Rev No	: Fund <u>0001</u> D : Fund D	epartment <u>6</u> 0 epartment	60_ Unit <u>5244</u> Unit	Object <u>8101</u> RevSc			
B. Recommended Source	es of Funds/S - General Fund	ummary of F					
*There is no additional fisc	cal impact only(a reallocation	of funds.	•			
Departmental Fiscal Rev	riew:	How	1/11/17	·			
A. OFMB Fiscal and/or (III. <u>REVIEW COMMENTS</u> A. OFMB Fiscal and/or Contract Dev. and Control Comments:						
OFMB & 2/11	P		Contract Adm	hold 3	<u> </u>		
B. Legal Sufficiency: Assistant County	Attorney		3/3/197				
C. Other Department Rev	/iew:						
Department Direc	etor						
This summary is not to be	e used as a ba	sis for paymo	ent.				

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR CIVIL DRUG COURT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (hereinafter the "Amendment"), is made as of this 30th day of November 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 (herein referred to as the "ENTITY" or "CONSULTANT"), a municipality authorized to do business in the State of Florida.

WITNESSETH:

WHEREAS, the Parties, entered into that certain Interlocal Agreement ("Agreement") on March 1, 2016 (R2016-0280); and

WHEREAS, the Parties have agreed to revise the budget without any increases or decreases in funding amounts.

NOW THEREFORE, the above named Parties hereby mutually agree to revise the Agreement, and enter into this First Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this First Amendment shall have the same meaning and effect ascribed to them in the Agreement.
- II. Exhibit "B" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "B-01" attached hereto, and incorporated herein by reference.
- III. Article 13 is hereby amended as follows:

ARTICLE 13 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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 Agreement is intended to, or shall be construed to, create any third Page 1 of 5

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party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

IV. Article 33 is hereby added to the Agreement as follows:

ARTICLE 33 -PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a services; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CWF-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Agreement the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian or Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and

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First Amendment

all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

V. Except as modified by this First Amendment, the Agreement, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, in accordance with the terms thereof.

Remainder of page intentionally left blank.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment on behalf of the COUNTY and the ENTITY has hereunto set its hand the day and year above written.

By: Masters, Mayor	PALM BEACH COUNTY, FLORIDA a Political Subdivision of the State of Florida By: Verdenia C. Baker County Administrator
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Andrew Degraffenreidt City Attorney ATTEST:	APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Assistant County Attorney
Claudene L. Anthony City Clerk DATE: 10 22, 20/6	APPROVED AS TO TERMS AND CONDITIONS By: Stable Slive Slive Specific Science Stable Slive

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EXHIBIT "B-01"

First Amendment Schedule for Payment - (Budget)

Reimbursable Expenses Amending Original Agreement (R2016-0280) Annual Costs for Project Period October 1, 2015 – September 30, 2018

2016-2017 CITY OF RIVIERA BEACH CIVIL DRUG COURT

BEGINNING BUDGET PER FISCAL YEAR:	\$133,900
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	3,500
Training/Certification/Membership/ Process server renewal	3,500
Communication Service	600
Maintenance/Equipment	2,500
Postage	490
Promotional	4,000

TOTAL BUDGET ALLOCATED PER FISCAL YEAR:

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\$133,900