

**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 “First Amendment”), is made as of this \_\_\_\_ 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 (herein referred to as the “ENTITY”), 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 14 is hereby deleted in its entirety and replaced with the following:

**ARTICLE 14 – 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

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

**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](mailto: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.*

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.

**ENTITY:**

**CITY OF RIVIERA BEACH**

**PALM BEACH COUNTY, FLORIDA,  
a Political Subdivision of the State of  
Florida**

By: \_\_\_\_\_  
Thomas A. Masters, Mayor

By: \_\_\_\_\_  
Verdenia C. Baker  
County Administrator

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Andrew Degraffenreidt  
City Attorney

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

**ATTEST:**

**Claudene L. Anthony**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Department Director

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

**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**

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