

RESOLUTION NO. 2011-150

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND GLACIER CONSULTING, INC. AND AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, St. Johns County is providing funding to Glacier Consulting, Inc., which are to be disbursed by St. Johns County, Florida, in an amount not to exceed five thousand dollars (\$5,000.00), for the purpose of providing professional consulting and a program evaluation of the St. Johns County Juvenile Drug Court Program; and,

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.


Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between the St. Johns County, Florida, and Glacier Consulting, Inc., and authorizes the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised, without subsequent approval of the Board of County Commissioners.

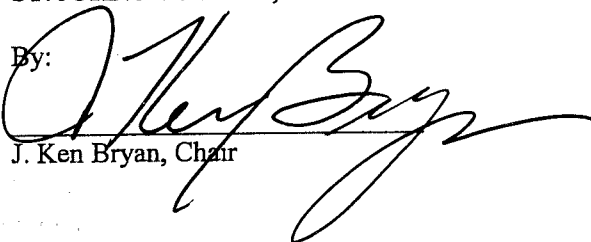
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7 day of June, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:


Deputy Clerk

By:


J. Ken Bryan, Chair

RENDITION DATE 6/7/11

**STANDARD CONTRACT
FOR
CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the ____ day of June, 2011 by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and Glacier Consulting, Inc. a corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose address is: 327 Hillsmere Drive, Annapolis, Maryland, 21403.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of professional consulting and program evaluation of the St. Johns County Juvenile Drug Court Program, and to perform and complete the work specifically set forth in the Scope of Work detailed in **Exhibit "A"** attached hereto.

The Work shall be performed on or before the dates set forth in the Contract Schedule attached hereto as **Exhibit "C"**.

Services of the CONSULTANT shall be under the general direction of Ralph Cumberbatch, Drug Court Coordinator, telephone (904) 827-5620, who shall act as the COUNTY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The COUNTY and the CONSULTANT shall approve the schedule that will become **Exhibit "C"**. The Work shall be performed on or before the dates set forth in the Contract Schedule attached hereto as **Exhibit "C"**.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The COUNTY shall pay to the CONSULTANT for services satisfactorily performed, an amount not to exceed five thousand dollars [\$5,000.00] which includes all direct charges, indirect charges, and reimbursable expenses, if any. The CONSULTANT will bill the COUNTY on a semi-annual basis or as otherwise provided and at the amounts set forth in **Exhibit "B"** for services rendered toward the completion of the Scope of Work. The amounts billed shall represent for the approximate completion of services outlined in the Scope of Work contained in **Exhibit "A"**.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Program Coordinator and his/her supervisor, indicating that services have been rendered in the conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract. Payment shall be made periodically in accordance with the Schedule for Payment, **Exhibit "B"**.
- C. **FINAL INVOICE:** In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY may exercise its rights under this Article 4 within one (1) year following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT.

Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 and CONSULTANT shall:

- A. Stop work on the date 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 material 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 CONSULTANT 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 hereunder shall be performed by the CONSULTANT 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 CONSULTANT'S key personnel, as may be listed in **Exhibit "D"**, must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said change or substitution can become effective.

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

ARTICLE 7 - 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 CONSULTANT. The CONSULTANT shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 9 - INSURANCE

- A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
- D. The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- E. The CONSULTANT shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance in the amount of \$100,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
- G. All insurance other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the COUNTY and The Department of Children and Families as an "Additional Insured".

ARTICLE 10 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless and defend the COUNTY, its officers, agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the CONSULTANT, its officers, agents, servants, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify, save harmless and defend the COUNTY, its officers, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind of nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the COUNTY, its officers, agents, servant, or employees are alleged to be liable.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract 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 CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County and the Contract will be interpreted according to the laws of 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 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.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 13 - CONFLICT OF INTEREST

The CONSULTANT 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. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the CONSULTANT'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 CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at his/her 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 CONSULTANT under the terms of this Contract.

ARTICLE 14 - ARREARS

The CONSULTANT 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 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY 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.

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 CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order.

All drawings, maps, sketches, and other data developed, or purchased under this Contract or at the COUNTY'S expense shall be and remain the COUNTY'S properties and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, 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 CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 17 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least five (5) years after completion 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 COUNTY'S cost, upon five (5) days written notice.

ARTICLE 19 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT 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.

ARTICLE 21 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 23 - 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 items 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 24 - AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an 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 in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract. If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the 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 issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 25 - ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for modifications issued after execution of this Agreement, are enumerated as follows:

- The Contract is the executed Standard Contract for Professional Services (SJC SCCPS 9105)
- Exhibit A, Scope of Work
- Exhibit B, Basis of Compensation
- Exhibit C, Contract Schedule
- Exhibit D, Key Personnel

ARTICLE 26 - FLORIDA LAW

Unless otherwise provided, the Laws of the State of Florida shall govern this Agreement.

ARTICLE 27 - ARBITRATION

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 28 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department

Attn: Joe Burch, Purchasing Manager

2740 Industry Center Road

St. Augustine, Florida 32084

and if sent to the CONSULTANT shall be mailed to:

Glacier Consulting, Inc.

Attn: Dr. Robert Kirchner

327 Hillsmere Drive

Annapolis, Maryland 21403

ARTICLE 29 - HEADINGS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect.

ARTICLE 30 - EXTENSION CLAUSE

This contract may be extended for a period of six months, after negotiations and upon approval by the Program Coordinator and the Purchasing Manager of St. Johns County and with thirty (30) days notice to consultant.

ARTICLE 31 - RIGHTS TO DATA AND COPYRGHTS

When publications, films or similar materials are developed directly or indirectly from a program, project or activity supported by grant funds, any copyright resulting there from shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set his/her hand the day and year above written.

(Seal)

ATTEST:
Cheryl Strickland, Clerk of Court

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____

Date

Date

WITNESS:

CONSULTANT:

Signature

Glacier Consulting, Inc. _____
Company Name

Name (Type or Print)

Dr. Robert Kirchner _____
Name (Type or Print)

Director of Research _____
Title

Signature

Date

EXHIBIT A

SCOPE OF WORK

Glacier Consulting, Inc., the CONSULTANT, agrees to:

Assist the COUNTY and the COURT to evaluate the progress of the St. Johns County Juvenile Drug Court Program in a manner similar to previously completed program evaluations by this CONSULTANT for the St. Johns County Adult Drug Court as well as other drug court programs within Florida and the Seventh Judicial Circuit.

The CONSULTANT'S activities will include the completion of at least two site visits to the COURT in St. Johns County, followed by written reports as specified below:

1. First visit, followed by a written preliminary report prior to September 30, 2011.
2. Second visit, followed by a written Process Evaluation prior to June 30, 2012.

EXHIBIT B

BASIS OF COMPENSATION

Contingent upon the availability of funding, the COUNTY agrees to compensate the CONSULTANT:

1. Two thousand five hundred dollars (\$2,500) after CONSULTANT'S first site visit to St. Johns County, within thirty (30) days of delivery of a written preliminary progress report and a valid invoice requesting payment.
2. Two thousand five hundred dollars (\$2,500) after CONSULTANT'S second site visit to St. Johns County, within thirty (30) days of delivery of a written Process Evaluation report and a valid invoice requesting payment.
3. Expenses will be consistent with those allowed by St. Johns County's procurement policies. The total payment to the CONSULTANT will not exceed five thousand dollars (\$5,000).

EXHIBIT C

CONTRACT SCHEDULE

The CONSULTANT'S activities will include the completion of at least two site visits to the COURT in St. Johns County, followed by written reports as specified below:

1. First visit, followed by a written preliminary report prior to September 30, 2011.
2. Second visit, followed by a written Process Evaluation prior to June 30, 2012.

EXHIBIT D

KEY PERSONNEL

Glacier Consulting, Incorporated (GCI)

Name	Title	Project Role
Robert Arthur Kirchner, Ph.D.	Principal Director of Research	Plan, Implement and produce deliverables for this program evaluation