

RESOLUTION 2017 - 189

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 FLORIDA DRUG TESTING, INC., TO PROVIDE DRUG SCREENINGS AND RELATED SERVICES FOR THE ST. JOHNS COUNTY DRUG COURT PROGRAMS; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, upon request by the Seventh Judicial Circuit Court, in and for St. Johns County, St. Johns County, Florida, a political subdivision of the State of Florida (County), seeks to enter into an agreement with Florida Drug Testing, Inc. to provide drug screenings and related for the St. Johns County Drug Court Programs; and

WHEREAS, the proposed agreement, attached hereto and incorporated herein, details the rights, duties, and responsibilities of each party with respect to providing such services; and

WHEREAS, the County has reviewed the terms, provisions conditions, and requirements of the proposed agreement and determined that entering into the agreement serves a proper public purpose.

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

Section 1. Incorporation of Recitals.

The above recitals are hereby incorporated into the body of this Resolution, and are adopted as findings of fact.

Section 2. Authority to Execute.

The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the agreement to provide drug screenings and related services for the St. Johns County Drug Court Program, and authorizes the County

Administrator to execute an agreement in substantially the same form and format as attached hereto.

Section 3. Correction of Errors.

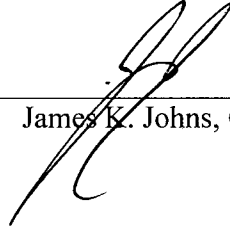
To the extent that there are typographical, administrative or scrivener's errors that to do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

Section 4. Effective Date.

This Resolution shall be effective upon its execution.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, and this 6th day of ~~May~~ June, 2017.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By:  _____
James K. Johns, Chair

ATTEST: HUNTER S. CONRAD, CLERK

By:  _____
Deputy Clerk

Date: 6/8/17



RENDITION DATE 6/8/17

DRUG SCREENING SERVICES AGREEMENT
for
COURT PROGRAMS IN ST. JOHNS COUNTY

This Agreement (Agreement) entered into as of the _ day of _____, 2017, by and between Florida Drug Testing, Inc. (Drug Screener) with business offices located at 2415 S. Volusia Avenue, Suite 4, Orange City, Florida 32763, and St. Johns County, a political subdivision for the State of Florida (County), with administrative offices located at 500 San Sebastian View, St. Augustine, FL 32084, for the benefit of the Seventh Judicial Circuit Court, in and for St. Johns County (Court). In consideration of the following promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the County and Drug Screener agree as follows:

1. Purpose. Understanding the importance of effectively detecting and deterring the use of certain substances by Court program participants and candidates, the purpose of this Agreement is to specify the parties' respective duties and obligations associated with providing drug screening services.
2. Term and Termination. This Agreement shall be effective beginning on October 1, 2017 (Effective Date), and shall expire on September 30, 2020 (Expiration Date), unless earlier terminated as provided herein. Either party may terminate this Agreement upon no less than thirty (30) days prior written notice to the other party.
3. The Drug Screener will:
 - A. Charge a flat fee of \$20.00 per specimen, which will include:
 1. 12-panel urine drug detection (substances and cut-off levels will be mutually agreed upon by Drug Screener and Court;
 2. (at no extra cost) gas chromatography/mass spectrometry (GC/MS) confirmation on all positives with quantitative amount;
 3. lab analysis for alterations;
 4. specimen transport to the lab;
 5. customized reporting to meet the needs of the Court;
 6. satisfactory performance of the services described herein.
 - B. Upon satisfactory performance of the services described herein, submit monthly invoices by the 10th day of the following month of services rendered. At minimum, each invoice must include the number of screenings completed, the type of screening completed, the total amount due and any other information reasonably necessary to verify the total amount owed for services rendered.
 - C. As directed by a Court Program Coordinator, collect urine samples from Court program participants and candidates at either EPIC Community Services in St. Augustine, Florida, or at the St. Johns County Courthouse up to three (3) times per week. Each Court program participant or candidate will be given an appointment with up to ninety (90) minutes to report and to provide a sample.
 - D. Provide Court Program Coordinators with written lab procedures and chain-of-custody documents upon request.
 - E. During each screening event:
 1. adhere to the most current written lab procedures;
 2. directly observe sample collection in accordance with industry standards;
 3. check and record the temperate sample;
 4. check and record for dilution of each sample (i.e., creatinine);
 5. check for the presence of nitrates and/or other adulterants;

6. utilize a chain of custody approved by a Court Coordinator, which provides program participants/candidates an opportunity to disclose use of all substances prior to the sample being collected;
 - F. For the duration of this Agreement, screen for the following substances with GC/MS confirmation on all identified positive samples: Cocaine, Alcohol, Cannabinoids, Amphetamines, Methamphetamines, Methadone, PCP, Morphine, Codeine, Hydrocodone, Hydromorphone, Phenobarbital, Secobarbital, Pentobarbital, Amobarbital, Desalkylfluzepam, Nordiazepam, Temazepam, Oxazepam, Nitrazepam, Clonazepam, Lorazepam, A-Oh-Alprazolam, Triazepam, Propoxyphene Metabolite, Methaqualone, Oxycodone, Oxymorphone, Buprenorphine and ETG and other mutually agreed upon substances.
 - G. Coordinate with the Court Program Coordinators to maintain a system by which Court program participants and candidates may phone in daily (including weekends and holidays) to determine whether a urine sample is required. Drug Screener shall coordinate such collections and/or random collections with the Court Program Coordinators.
 - H. Email all results to the respective Court Program Coordinator within 24 hours of collection.
 - I. Regarding GC/MS confirmation:
 1. Provide results to the respective Court Program Coordinator within 72 hours of collection.
 2. Adhere to the Court Program's policy for confirming positive results via GC/MS screening.
 - J. Upon request by a Court Program Coordinator, attend court hearings to present relevant information regarding issues such as cross reactivity, chain of custody, testing procedures and methodologies, etc. Court Program Coordinators shall coordinate such attendance with sample collections.
 - K. Be available to Court Program Coordinators by telephone/email between 8:00 a.m. and 7:00 p.m. daily (including weekends and holidays).
 - L. Only upon prior approval by a Court Program Coordinator, utilize alternative screening tools such as breathalyzers, and oral fluid testing.
4. The County will provide funding to the Court for Program Coordinators to:
 - A. Facilitate the Drug Screener's completion of the services described herein.
 - B. Unless mutually agreed upon in advance, arrange for a minimum of ten (10) samples to be collected during each event.
 - C. Provide the Drug Screener a monthly calendar, indicating the dates, times and locations of screening events.
 5. Appropriations. The parties hereby acknowledge that performance of this Agreement shall be subject to and conditioned upon an annual appropriation of adequate funds by the St. Johns County Board of Commissioners, made available for the purpose of completing the duties and obligations contained herein.

6. Indemnification. The Drug Screener shall indemnify, defend and hold the County harmless from, and against, all claims and reasonable costs associated with the Drug Screener's completion of the services described herein.
7. Public Records. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and/or other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
 - A. In accordance with Florida law, to the extent that the Drug Screener's performance under this Contract constitutes an act on behalf of the County, the Drug Screener shall comply with all requirements of Florida's public records law. Specifically, if the Drug Screener is expressly authorized, and acts on behalf of the County under this Agreement, The Drug Screener shall:
 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 2. Upon request from the County's and/or Court's designated custodian of public records, provide copies 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Drug Screener does not transfer the records to the County; and
 4. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Drug Screener or keep and maintain public records required by the County to perform the Services.
 - B. If the Drug Screener transfers all public records to the County upon completion of this Agreement, the Drug Screener shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Drug Screener keeps and maintains public records upon completion of this Agreement, the Drug Screener shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
 - C. Failure by the Drug Screener to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE DRUG SCREENER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR RULE 2.420, FLORIDA RULES OF JUDICIAL ADMINISTRATION, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

8. Maximum Compensation. The maximum payment for services rendered under this Agreement shall not exceed Fifty Five thousand dollars and 00/100 cents (\$55,000), unless mutually agreed to in writing by each of the parties.

9. Miscellaneous.

- A. Neither party may assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other.
- B. This Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.
- C. This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.
- D. Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.
- E. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.
- F. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.
- G. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement.
- H. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete, executed copy of this Agreement shall be enforceable as an original.
- I. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement by the duly authorized officials below.

COUNTY

DRUG SCREENER

Michael D. Wanchick Date
County Administrator
St. Johns County, FL

Dawn Munden Date
Florida Drug Testing, Inc.
2415 S. Volusia Ave., Suite A-4
Orange City, Florida 32763

Approved as to Legal Form and Sufficiency

BY: _____
Deputy County Attorney