

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY
AND FLORIDA HARM REDUCTION COLLECTIVE, INC. FOR THE
ESTABLISHMENT OF A STERILE NEEDLE EXCHANGE PROGRAM, NO.
NO. 13951**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Florida Harm Reduction Collective, Inc, a Florida Not for Profit Corporation which is authorized to do business in the State of Florida (“Provider”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, pursuant to Section 381.0038(4) F.S. (the “Statute”), on September 8, 2020 the County issued Ordinance 2020-20 (the “Ordinance”) through which the County directed the establishment of a sterile needle exchange program for the health and safety of individuals presenting in Alachua County (the “Program”); and

WHEREAS, pursuant to the Ordinance, the County issued Solicitation of Interest # 21-984 (the “SOI”) seeking interested entities to establish and operate the Program; and

WHEREAS, the County entered into an agreement with Well Florida, Inc.

WHEREAS, Well Florida was unable to complete the Planning Phase due to limitation of funding and the contract expired; and,

WHEREAS, the Florida Harm Reduction Collective, Inc. is a 501(c)3 HIV/AIDS service organization, and

WHEREAS, the County desires to enter into an Agreement under the provisions of 255.60 FS with the Provider to provide the services to conduct the Program and the Provider desires to provide such services to the County in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Provider agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope of Services/Work.**
 - A. The Provider shall have and perform the duties, obligations, and responsibilities to plan, develop, and operate the Program for the County in accordance with the Ordinance, attached hereto as **Exhibit “1”** and incorporated, and the approved Oversight and Accountability System.
 - B. **Operation:** Upon initiation of the Operational Phase by the Provider, the Provider shall utilize a lead agency model to operate the Program. Provider shall identify, recruit, train, and manage a network of needle exchange sites and ancillary service referral partners for Program, make available educational materials for users, collect data for annual reporting purposes pursuant to the Ordinance, and maintain overall Program operation based on the needs identified

3. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Provider.
- A. Coordinate with the Provider and provide appropriate feedback, guidance, and approval as needed during the phases of the Program.
 - B. As needed, provide assistance to the Provider in identifying and applying for appropriate grant funds for the operation of the Program.
4. **Term.** This Agreement is effective upon the Alachua County Board of County Commissioners approval of the Providers proposed Oversight and Accountability System for a period of one year, unless earlier terminated as provided herein and shall commence upon execution by both Parties. The Parties have the option of renewing this Agreement for three (3) additional one-year periods at the same terms and conditions outlined herein.
5. **Qualifications.** By executing this Agreement, Provider makes the following representations to County:
- A. Provider is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. Provider will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Provider will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Provider will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.
 - C. Provider is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
 - D. Provider will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.
6. **Payment.**
- A. In accordance with the Alachua County Local Ordinance 2020-20 no State, county, or municipal funds may be used to operate an exchange program, which must be funded through grants and donations from private resources and funds.
 - B. The Provider is responsible to engage in good faith efforts to identify, apply for, and manage funds from grants and private entities to operate the Program.
7. **Default and Termination.**

- A. Termination for Default: The failure of Provider to comply with any provision of this Agreement will place Provider in default. If Provider is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Provider with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Provider.
- B. Termination for Convenience: County may terminate the Agreement without cause by providing written notice of termination for convenience to the Provider. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Provider will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Provider.
- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Provider. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Provider.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Provider will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Provider in performing this Agreement, whether completed or in draft. In the event of termination, Provider's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Provider shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
10. **Indemnification. PROVIDER HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM**

ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROVIDER OR PROVIDER'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROVIDER'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Provider's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Provider or Provider's employees, representatives or agents, then Provider will investigate, respond to and provide a defense for any allegations and claims, at Provider's sole costs and expense. Furthermore, Provider will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Provider and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

11. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Provider:

Florida Harm Reduction Collective, Inc.
1525 16th Street S
Saint Petersburg, FL 33705
director@flhrc.org

To County:

Department Director
Alachua County Community Support Services
218 SE 24th Street
Gainesville, FL 32601
ttonkavich@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn:
Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

12. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Provider, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. 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 Florida law or as otherwise provided by law.
3. 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 term of this Agreement and following completion of the Agreement if Provider does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Provider or keep and maintain public records required by the County to perform the Services. If Provider transfers all public records to the County upon completion of the Agreement, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the Agreement, Provider 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.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Provider fails to comply with this section, Provider will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Provider who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Provider will take reasonable measures to protect, secure and maintain any data held by Provider in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Provider suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Provider shall immediately notify the County in writing and will work, at Provider's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Provider may claim that some of Provider's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Provider in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Provider shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Provider. County will promptly notify Provider in writing if the County receives a request for disclosure of Provider's Confidential Information. Provider may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Provider shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Provider's Confidential Information in a manner not contemplated by this Agreement. Provider shall investigate, handle, respond to, and defend, at Provider's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Provider shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Provider is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Provider shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Provider releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Provider to submit to an audit, by any auditor of the County's choosing. Provider shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Provider shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Provider agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Provider to the County, Provider shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Provider's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Provider shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Provider. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Provider whether under this Agreement and any other agreement between Provider and County. If such amounts owed to Provider are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Provider hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but

in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Provider. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Provider in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Provider will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Provider is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Provider is not familiar with laws, ordinances, rules and regulations, Provider remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Provider each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

Independent Contractor. In the performance of this Agreement, Provider is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Provider is solely responsible for the means, method, technique, sequence, and procedure utilized by Provider in the full performance of the Services referenced in this Agreement.

I. E-Verify. Pursuant to F.S. sec. 448.095, Provider shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Provider during the term of the Agreement. Provider shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the Provider (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

J. Conflict of Interest. Provider warrants that neither Provider nor any of Provider's employees have any financial or personal interest that conflicts with the execution of this

Agreement. The Provider shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

K. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Provider warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Provider to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Provider any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Provider breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

L. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

M. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

N. Collusion. By signing this Agreement, Provider declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

O. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

P. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

Q. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be

executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

R. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Provider, through its duly authorized representative.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

PROVIDER

By: _____

Print: _____

Title: _____

Date: _____

IF THE PROVIDER IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT 1: County Ordinance 2020-20



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

September 11, 2020

Honorable J.K. "Jess" Irby, Esq.
Clerk of the Circuit Court
Alachua County
201 East University Avenue
Post Office Box 939
Gainesville, Florida 32602

Attention: Steve Donahey

Dear Mr. Irby:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of the Alachua County Ordinance No. 2020-20, which was filed in this office on September 11, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270

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ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE NO. 2020-20

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA, ENACTING THE ALACHUA
COUNTY NEEDLE EXCHANGE PROGRAM, PROVIDING FOR
REPEALING CLAUSE, PROVIDING FOR MODIFICATION AT
PUBLIC HEARING, PROVIDING FOR SEVERABILITY,
PROVIDING FOR INCLUSION IN THE CODE, AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County intend to establish
a sterile needle exchange program for health and safety of the residents of Alachua County; and,

WHEREAS, Laws of Florida 2019-143 amended Section 381.0038 to provide for a
needle exchange program to prevent the transmission of HIV, AIDS, viral hepatitis, or other
blood-borne diseases among intravenous drug users; and,

WHEREAS, the Section 381.0038(4) F.S. provides that in order for a local program to be
set up, it must be established by Ordinance by the Board of County Commissioners; and,

WHEREAS, in order to establish such a program the County must enter into an
agreement with the Department of Health which agrees that the County shall operate the program
in accordance with State law. Further the agreement will provide for ongoing consultation and
advice by the Department in the operation of the program, and

WHEREAS, the County must Contract with one of a number of agencies listed by
statute for the operation of the program; and,

WHEREAS, no State, county, or municipal funds may be used to operate an exchange
program which must be funded through grants and donations from private resources and funds.

**NOW, THEREFORE, BE IT DULY ORDAINED BY THE BOARD OF COUNTY
COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AS FOLLOWS:**

- 1 SECTION 1. The Alachua County Sterile Needle Exchange Program is created as
2 follows:
- 3 A. The County Manager shall enter into an agreement with the Department of Health to
4 establish a program which meets the requirements of Section 381.0038, F.S.
- 5 B. The County Manager shall place responsibility for the program within one of her
6 operational departments.
- 7 C. The County shall identify an entity meeting the requirements of Section
8 381.0038(4)(a)(4) to create and operate the program. These programs are:
- 9 i. A hospital licensed under chapter 395.
- 10 ii. A health care clinic licensed under part X of chapter 400.
- 11 iii. A medical school in this state accredited by the Liaison Committee on
12 Medical Education or the Commission on Osteopathic College Accreditation.
- 13 iv. A licensed addictions receiving facility as defined in s. 397.311(26)(a)1.
- 14 v. A s. 501(c)(3) HIV/AIDS service organization.
- 15 D. An exchange program must:
- 16 i. Develop an oversight and accountability system to ensure the program's
17 compliance with statutory and contractual requirements. The system must include
18 measurable objectives for meeting the goal of the program and must track the
19 progress in achieving those objectives. The system must require the program
20 operator to routinely report its progress in achieving the objectives and the goal of
21 the program. The system must also incorporate mechanisms to track the program
22 operator's compliance or noncompliance with contractual obligations and to apply
23 consequences for noncompliance. The program must receive the county
24 commission's approval of the oversight and accountability system before
25 commencing operations.

- 1 ii. Provide for maximum security of sites where needles and syringes are exchanged
2 and of any equipment used under the program, including, at a minimum, an
3 accounting of the number of needles and syringes in use, the number of needles
4 and syringes in storage, safe disposal of returned needles, and any other measure
5 that may be required to control the use and dispersal of sterile needles and
6 syringes.
- 7 iii. Operate a one-to-one exchange, whereby a participant shall receive one sterile
8 needle and syringe unit in exchange for each used one.
- 9 iv. Make available educational materials regarding the transmission of HIV, viral
10 hepatitis, and other blood-borne diseases. The program operator must offer such
11 materials to program participants whenever needles or syringes are exchanged.
- 12 v. Provide onsite counseling or referrals for drug abuse prevention, education, and
13 treatment, and provide onsite HIV and viral hepatitis screening or referrals for
14 such screening. If such services are offered solely by referral, they must be made
15 available to participants within 72 hours. The county commission in a rural
16 county may, under its contract with the program operator, adjust the 72-hour
17 requirement if the commission finds that the availability of providers warrants an
18 extended timeframe.
- 19 vi. Provide kits containing an emergency opioid antagonist, as defined in s. 381.887,
20 or provide referrals to a program that can provide such kits.
- 21 vii. Collect data for annual reporting purposes. The data must include the number of
22 participants served; the number of used needles and syringes received and the
23 number of clean, unused needles and syringes distributed through exchange with
24 participants; the demographic profiles of the participants served; the number of
25 participants entering drug counseling or treatment; the number of participants
26 receiving testing for HIV, AIDS, viral hepatitis, or other blood-borne diseases;
27 and other data that may be required under department rule. However, a
28 participant's personal identifying information may not be collected for any
29 purpose. Each exchange program shall submit a report to its county commission

1 and to the department by August 1 annually. The department shall submit a
2 compilation report encompassing data from all exchange programs annually by
3 October 1 to the Governor, the President of the Senate, and the Speaker of the
4 House of Representatives. The department may adopt rules to implement this
5 subparagraph.

6 E. The County shall conduct periodic reviews to determine if the program is meeting
7 the requirements of Section 381.0038(4)(b)

8 SECTION 2. Repealing Clause. All ordinances or portions thereof in conflict herewith
9 are, to the extent of such conflict, hereby repealed.

10 SECTION 3. Modification. It is the intent of the Board of County Commissioners that
11 the provisions of this ordinance may be modified as a result of considerations that may arise
12 during public hearings. Such modifications shall be incorporated into the final version of the
13 ordinance adopted by the Board and filed by the Clerk to the Board.

14 SECTION 4. Severability. If any word, phrase, clause, paragraph, section or provision of
15 this ordinance or the application hereof to any person or circumstance is held invalid or
16 unconstitutional, such finding shall not affect the other provisions or applications of the
17 ordinance which can be given effect without the invalid or unconstitutional provisions or
18 application, and to this end the provisions of this ordinance are declared severable.

19 SECTION 5. Inclusion in the Code. It is the intent of the Board of County
20 Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of this
21 ordinance shall become and be made a part of the Code of Ordinances of Alachua County,
22 Florida; that the section of this ordinance may be renumbered or re-lettered to accomplish such
23 intent and that the word "ordinance" may be changed to "section", "article", or other appropriate
24 designation.

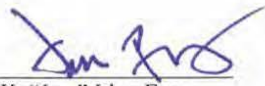
25 SECTION 6. Effective Date. A certified copy of this ordinance shall be filed with the

1 Department of State by the Clerk of the Board within ten (10) days after enactment by the
2 Board and shall take effect upon filing with the Department of State.

3 **DULY ADOPTED** in regular session, this 8th day of September, 2020.
4

5 **BOARD OF COUNTY COMMISSIONERS OF**
6 **ALACHUA COUNTY, FLORIDA**

7
8 ATTEST:

9 
10
11 J.K. "Jess" Irby, Esq.
12 Clerk
13
14

BY: 
Robert Hutchinson, Chair
Board of County Commissioners

15 APPROVED AS TO FORM
16 
17 County Attorney

(SEAL)