

RESOLUTION NO. 2011-219

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE PURPOSE OF PROVIDING FOR THE ST. JOHNS COUNTY EXTENSION DIRECTOR WITHIN ST. JOHNS COUNTY, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, St. Johns County, Florida (County), a body politic of the State of Florida, is charged with promoting agriculture, family life, horticulture, natural resources, Sea Grant and youth development in conjunction with the University of Florida Board of Trustees (University) in the County; and

WHEREAS, the County and the University, are interested and supportive of Northeast Florida agriculture education and growth; and

WHEREAS, the University has appointed an Interim County Extension Director; and

WHEREAS, the County desires to enter into a memorandum of understanding with the University for the purpose of "extending" research-based educational information from the University to the people of St. Johns County, and for other purposes that benefit the County, and its residents (collectively the "Services"); and

WHEREAS, the County, and the University, have drafted a Memorandum of Understanding (attached hereto, and incorporated herein), which sets forth the terms, conditions, provisions, and requirements associated with the Services; and

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

WHEREAS, the County has determined that the provision of said Services, set forth in the Memorandum of Understanding is a proper public purpose, and is in the overall interests of the citizens 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 Memorandum of Understanding between St. Johns County, Florida, and the University of Florida, Board of Trustees for the "extending" research-based educational information from the University to the people of St. Johns County, and authorizing the County Administrator, or designee, to execute the Memorandum of Understanding on behalf of St. Johns 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 concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

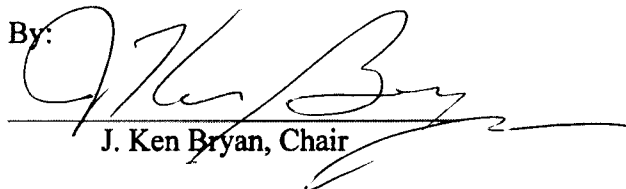
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of August, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:


Deputy Clerk

By:


J. Ken Bryan, Chair

RENDITION DATE 8/5/11

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into this 16th day of July, 2011, between St. Johns County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the University of Florida, Board of Trustees, hereinafter referred to as "UNIVERSITY."

WITNESSETH

WHEREAS, under the laws of the State of Florida and the Smith-Lever Act of May 8, 1914 (38 Statute 372), the University of Florida is charged with the dissemination of information on agriculture, family life, horticulture, natural resources, Sea Grant, and youth development through its Cooperative Extension Service to the public in the State of Florida; and

WHEREAS, this function is performed through the Extension Service-United States Department of Agriculture and State staff of Extension Specialist and resident Extension workers in the State; and

WHEREAS, the UNIVERSITY is responsible for planning and implementing educational programs for growers, families, homeowners, and young people within above named county.

WHEREAS, said programs will be developed in the above named county by Extension Agents employed by the UNIVERSITY to work directly with local advisory committees and Extension personnel to implement that County's programs; and

WHEREAS, the county agents will utilize appropriate Extension personnel from the University of Florida and educational methods including the program development process, area subject matter information and other materials or methods as deemed necessary by Extension Agents in various program areas to conduct the aforesaid education programs.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE I
PURPOSE

The Florida Extension Service was established as an integral part of the Institute of Food and Agricultural Sciences (IFAS), University of Florida, for the public purpose of "extending" research-based educational information from the University to the people of the State of Florida on subjects relating to agriculture, aquaculture, family and consumer sciences, 4-H youth development, environmental horticulture, natural resources, Sea Grant, energy and other programs deemed necessary. The Florida Extension Service makes the findings of research in these areas available to the people of Florida through the University of Florida, IFAS, Extension Service, in partnership with the Florida Counties Boards of County Commissioners.

To assure that educational programs meet the needs of local clientele, and comply with Title XLVIII, Chapter 1004, Section 1004.37 of the Florida Statutes, it is essential that the University of Florida, and the Board of County Commissioners identify respective responsibilities.

This Memorandum of Understanding (hereinafter referred to as "AGREEMENT") establishes the respective responsibilities of the University of Florida, through the Institute of Food and Agricultural Sciences, Extension Service (hereinafter referred to as "UNIVERSITY") and the Board of County Commissioners (hereinafter referred to as "COUNTY"). The purpose of this AGREEMENT is to specify the terms under which the UNIVERSITY will provide personnel, educational, technical and research information to the COUNTY.

ARTICLE II
GOALS AND OBJECTIVES

This MOU covers the UF/IFAS Extension Agent-Interim County Extension Director and an OPS person in relation to the Interim Position in the St. Johns County Extension Office (herein referred to as "Interim CED Support-St. Johns County").

ARTICLE III
TERMINATION OF POSITION AND SERVICES

This AGREEMENT may be terminated at will by either party hereto giving sixty (60) days prior written notice thereof to the other party.

ARTICLE IV
RESPONSIBILITIES

- 1) Responsibilities of UNIVERSITY
 - a) With respect the Interim CED Support-St. Johns County, the UNIVERSITY shall:
 - i) Consider the Interim CED Support-St. Johns County an employee of the UNIVERSITY who provides certain services to the COUNTY in accordance with this agreement.
 - ii) Pay the salary and fringe benefits of the Interim CED Support-St. Johns with joint or state funds received from the COUNTY pursuant to this agreement.
- 2) Responsibilities of COUNTY.
 - a) With respect to broad program authorization, all Extension programs within the COUNTY are subject to the COUNTY authorization and approval. Substantive program changes (additions, deletions, etc.) are subject to COUNTY approval prior to implementation, and the COUNTY may eliminate or otherwise alter any program as the COUNTY deems appropriate.
 - b) With respect to the Interim CED Support-St. Johns County, the COUNTY shall:
 - i) Participate in the employment of the Interim CED Support-St. Johns County in accordance with the provisions of Title XLVIII, Chapter 1004, Section 1004.37, Florida Statutes.
 - ii) Pay the County's proportionate share of the salaries and fringe benefits of the Interim CED-St. Johns County as more specifically set out in Article V and Exhibit A.
- 3) General Provisions:
 - a) Management and Administration:
 - i) Interim CED Support-St. Johns County shall follow COUNTY policies relative to office hours and holidays.

- ii) All Interim CED Support-St. Johns County appointments will be made cooperatively in accordance with Title XLVIII, Chapter 1004, Section 1004.37, Florida Statutes.
- iii) UNIVERSITY and the COUNTY will cooperate in coordinating Equal Employment Opportunity plans for Extension in the county.
- iv) The County Extension Director is responsible for operating this department under the joint direction of the COUNTY or designee and the UNIVERSITY's Dean of Extension or designee.
- v) The UNIVERSITY has determined that the UF/IFAS Interim CED Support-St. Johns County position, an employee of the UNIVERSITY is a professional employee exempt from the provisions of the Fair Labor Standards Act.

ARTICLE V
FUNDING AND PAYMENTS

- 1) COUNTY agrees to pay the UNIVERSITY sums as indicated in Exhibit A towards salary expenses. This total sum represents the COUNTY's share of funding Extension employee's salary and fringe benefits as outlined in Exhibit A. This salary expense contract is on a fixed fee schedule.
- 2) It is understood that no amount of funds specified hereto above should be used for payment of salaries, benefits, and travel or any other expenses of personnel other than the Interim CED Support-St. Johns County.
- 3) The salary outlined in Exhibit A will be modified and submitted to the COUNTY annually by the UNIVERSITY.
- 4) The UNIVERSITY will not charge Facilities and Administrative costs to the COUNTY.
- 5) Payments shall be made on a quarterly basis as invoiced by the UNIVERSITY. Monthly payments shall be in the amount as indicated on the Exhibit A and will be due within 30 days of receiving the monthly invoices. Invoices submitted by the UNIVERSITY to the COUNTY should be sent directly to the St. Johns County address on record at the UNIVERSITY. The address as of the date of this AGREEMENT is:

St. Johns County
Office of Management and Budget
500 San Sebastian View
St. Augustine, FL 32084

- 6) The policies established by the UNIVERSITY in administering leave, including annual, sick, civil, holiday, and military leave, and regarding payment of unused annual and sick leave upon separation, shall apply. Payments of unused leave shall be shared based on the respective proportionate amount of the faculty and/or staff member's total salary by the UNIVERSITY and COUNTY. If necessary, a "Leave Cash-Out Invoice" will be prepared in addition to normal quarterly invoices in order to reimburse the UNIVERSITY for the COUNTY portion of leave payments.

ARTICLE VI
PERIOD OF CONTRCT – RENEWAL – MODIFICATION

This AGREEMENT shall be effective as of July 16, 2011 and shall continue through July 15, 2012, unless modified, terminated or upon the effective date of the hiring of a new CED. At the time of expiration, this Agreement will be updated as needed and resigned by both parties. This AGREEMENT may be modified at any time by mutual consent of both parties herein above. Salary dollar figures in Exhibit A will be submitted annually to the COUNTY for review and approval by the following time table:

ARTICLE VII

MAINTENANCE OF RECORDS

The UNIVERSITY will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the UNIVERSITY for a minimum of five (5) years from the date of termination of this contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this contract and during the period of five (5) years thereafter; providing, however, such activity shall be conducted only during normal business hours. The COUNTY during the period of time expressed by the preceding sentence shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the UNIVERSITY as concerns the aforesaid records and documentation.

ARTICLE VIII
LIABILITY

The UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the University of Florida and the officers, employees, servants and agents thereof while acting within the scope of their employment by the UNIVERSITY. The COUNTY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the COUNTY and the officers, employees, servants and agents thereof while acting within the scope of their employment by the COUNTY. The UNIVERSITY, as a state agency warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the UNIVERSITY. The COUNTY warrants and represents that it is self-funded for liability insurance, both public and property with such protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the COUNTY. The UNIVERSITY and COUNTY further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, agencies, and subdivisions, to be sued; or (3) a waiver of sovereign immunity of the State of Florida or its agents, agencies, and subdivisions, beyond the waiver provided in section 68.28, Florida Statutes.

ARTICLE IX
CONTRACTUAL REQUIREMENTS

- 1) UNIVERSITY shall maintain all books, records and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. Each party to this AGREEMENT or their authorized representatives shall have reasonable and timely access to such records of each other party to this AGREEMENT for public records purposes during the term of the AGREEMENT and for five (5) years following the termination of this AGREEMENT. If an auditor employed by the COUNTY or Clerk determines that monies paid to the UNIVERSITY pursuant to this AGREEMENT were spent for purposes not authorized by this AGREEMENT, the UNIVERSITY shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to the UNIVERSITY.
- 2) Governing Law, Venue, Interpretation, Costs, and Fees: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.
- 3) Binding Effect. The terms, covenants, conditions and provisions of this AGREEMENT shall bind and inure to the benefit of the COUNTY and UNIVERSITY and their respective legal representatives, successors, and assigns.
- 4) Nondiscrimination. The COUNTY and UNIVERSITY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this AGREEMENT automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and UNIVERSITY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: a) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; b) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-168,m and 1685-1686), which prohibits discrimination on the basis of sex; c) Section 504 of the Rehabilitation Act of 1973, a amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; d) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; e) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; g) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; h) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; i) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; j) prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status of age; and k) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this AGREEMENT.

- 5) **Covenant of No Interest.** The COUNTY and UNIVERSITY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this AGREEMENT, and that only interest of each is to perform and receive benefits as recited in this AGREEMENT.
- 6) **Code of Ethics.** The COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
- 7) **No Solicitation/Payment.** The COUNTY and UNIVERSITY warrant that , in respect to itself, it has neither employed no retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT 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 it, any fee, commission, percentage, gift or other consideration contingent upon ore resulting from the award or making of this AGREEMENT. For the breach or violation of the provision, the University agrees that the COUNTY shall have the right to terminate this AGREEMENT without liability and at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 8) **Public Access.** The COUNTY and UNIVERISTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and UNIVERSITY in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this AGREEMENT upon violation for this provision by UNIVERSITY.
- 9) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and UNIVERSITY in this AGREEMENT and the acquisition of any commercial liability insurance coverage, self-insurance coverage or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.
- 10) **Privileges and Immunities.** All of the privileges and immunities for liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this AGREEMENT within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.
- 11) **Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties.** This AGREEMENT is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this AGREEMENT is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute and case law.

- 12) **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this AGREEMENT to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and UNIVERSITY agree that neither the COUNTY nor the UNIVERSITY or any agent, officer or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this AGREEMENT separate and apart, inferior to or superior to the community in general or for the purposes contemplated in this AGREEMENT.
- 13) **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the COUNTY in his or her individual capacity, and no member, officer, agent or employee of the COUNTY shall be liable personally on this AGREEMENT or be subject to any personal liability or accountability by reason of the execution of this AGREEMENT.
- 14) **Execution in Counterparts.** This AGREEMENT may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this AGREEMENT by signing any such counterpart.
- 15) **Section Headings.** Section headings have been inserted in this AGREEMENT as a matter of convenience of reference only, and it is agreed that such section heading are not a part of this AGREEMENT and will not be used in the interpretation of any provision of this AGREEMENT.

ARTICLE X
NOTICES

Any notice, request, demand, consent approval or other communication required or permitted by this AGREEMENT shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: a) hand delivery to the other party; b) delivery by commercial overnight courier service; or c) mailed by registered or certified mail (postage prepaid), return receipt requested. For the purposes of notice the addresses are:

To County:

To University:

UNIVERSITY OF FLORIDA
Division of Sponsored Research
219 Grinter Hall, PO Box 115500
Gainesville, FL 32611-5500

And copied to

UNIVERSITY OF FLORIDA
IFAS County Operations
1062 McCarty Hall D, PO Box 110220
Gainesville, FL 32611-0220

This AGREEMENT shall be effective on July 16, 2011.

APPROVED BY:

FOR COUNTY:

Board of County Commissioners Representative

DATE

APPROVED AS TO FORM AND LEGALITY:

County Attorney

DATE

FOR THE UNIVERSITY:

University of Florida Office of General Counsel

DATE

Exhibit "A" - Proposed 2011 Payroll Budget

**St. Johns County Grant
FY 2011-2012 Summary
Salary Projection 07/16/2011 - 07/15/2012
Prepared 07/12/2011**

Payroll Due From County for FY 2011-2012
Jane Cortless 50.76 07/16 - 07/21
Geraldyn Sachs 634.50 07/22 - 10/15
OPS-Interim Support 2,267.46 07/22 - 10/15

Total payroll: 2,952.72

Total Due 2,952.72

Payment Schedule:	
October 16 2011	2,952.72
Total:	<u>2,952.72</u>

St. Johns County-Interim CED
Salary Details
Salary Projection: 07/16/2011 - 07/15/2012

		State	County	Total
	Percentage	60.000%	40.000%	100.00%
07/16/11-07/21/12	Salary	\$3,900.00	2,600.00	\$6,500.00
Annually: \$6,500.00	Pooled Fringe: Faculty	1,049.10	699.40	1,748.50
Faculty:				
	26.90% Grand Totals	4,949.10	3,299.40	8,248.50
Jane Corless				
	Salary: \$6,500.00			3,299.40 \$ 50.76

		State	County	Total
	Percentage	60.000%	40.000%	100.00%
07/21/11-07/15/12	Salary	\$3,000.00	2,000.00	\$5,000.00
Annually: \$5000.00	Pooled Fringe: Faculty	807.00	538.00	1,345.00
Faculty:				
	26.90% Grand Totals	3,807.00	2,538.00	6,345.00
Geralyn Sachs				
	Salary: \$5,000.00			2,538.00 \$ 634.50

		State	County	Total
OPS	Percentage	50.000%	50.000%	100.00%
07/16/11-07/15/12	Salary	\$2,210.00	2,210.00	\$4,420.00
Rate: \$17.00	Pooled Fringe: Faculty	57.46	57.46	114.92
Faculty:				
	2.60% Grand Totals	2,267.46	2,267.46	4,534.92
OPS				
	Salary: \$4,420.00 based on 3 months			2,267.46 \$ 2,267.46

Total: \$ 2,952.72