

RESOLUTION NO. 2011-370

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

RECITALS

WHEREAS, St. Johns County, Florida (County), a political subdivision of the State of Florida, is charged with promoting agriculture, family life, horticulture, natural resources, Sea Grant and youth development in co-ordination 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 a County Extension Director; and

WHEREAS, the County desires to enter into a Memorandum of Understanding ("MOU") with the University for the purpose setting forth each parties' duties and responsibilities in "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 jointly drafted MOU(attached hereto, and incorporated herein), which sets forth the terms, conditions, provisions, and requirements associated with said services; and

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

WHEREAS, the County has determined that the provision of said Services, set forth in the Contract 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 a MOU 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 authorized the County Administrator, or designee, to execute the MOU 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 20th day of December, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

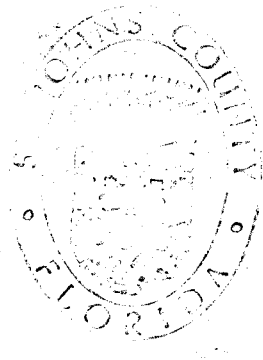
Attest:

Rem Halterman
Deputy Clerk

By:

Mark P. Miner
Mark P. Miner, Chair

RENDITION DATE 12/20/11



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into on this _____ day of _____, 2011, by and between St. Johns County, a political subdivision of the State of Florida, by and through the St. Johns County Board of County Commissioners, and the University of Florida, Board of Trustees.

Recitals:

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 of Florida is responsible for planning and implementing educational programs for growers, families, homeowners, and young people within St. Johns County; and

WHEREAS, said programs will be developed within St. Johns County by Extension Agents employed by the University of Florida to work directly with local advisory committees and Extension personnel to implement that St. Johns County programs; and

WHEREAS, the agents of St. Johns County 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 educational programs.

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

ARTICLE I **INCORPORATION OF RECITALS**

The Recitals expressed above are incorporated by reference into the body of this MOU, and such Recitals shall be adopted as findings of fact.

ARTICLE II **PURPOSE, GOALS AND OBJECTIVES**

A. 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.

B. To ensure 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 St. Johns County Board of County Commissioners identify respective responsibilities.

C. This Memorandum of Understanding (hereinafter referred to as "MOU") 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 St. Johns County (hereinafter referred to as "COUNTY"). The purpose of this MOU is to specify the terms under which the UNIVERSITY will provide personnel, educational, technical and research information to the COUNTY.

D. This MOU sets forth responsibilities and duties of the UF/IFAS Extension Agent – County Extension Director in the St. Johns County Extension Office (herein referred to as "CED").

ARTICLE III

DURATION, TERMINATION AND EXTENSION

A. This MOU shall be effective from _____, 20____, through and until 11:59 p.m., Eastern Standard Time, _____, 20____.

B. This MOU may be terminated without cause upon either the COUNTY, or the UNIVERSITY providing at least thirty (30) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the UNIVERSITY intends to terminate this MOU thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Consistent with other provisions of this MOU, the UNIVERSITY shall be compensated for any services and/or expenses that are both authorized under this MOU and that accrue up to the termination of this MOU.

C. Either the COUNTY, or the UNIVERSITY may request, in writing, an extension of this MOU. If the extension request is acceptable to the other party, then such party shall approve the extension request, in writing. Both the extension request, and approval of the extension request, shall indicate the specific timeframe/duration of the extension of this MOU.

ARTICLE IV

RESPONSIBILITIES AND DUTIES

- 1) Responsibilities of UNIVERSITY.
 - a) With respect to the CED, the UNIVERSITY shall:

- i) Consider the CED an employee of the UNIVERSITY who provides certain services to the COUNTY in accordance with this MOU.
 - ii) Pay the UNIVERSITY's proportionate share of the salaries and fringe benefits of the CED as more specifically set out in Article V herein and Exhibit A, attached hereto and incorporated herein.
 - iii) The UNIVERSITY will determine the total dollar amount of any cost-of-living, merit, bonuses, and rank promotion salary increases for the CED.
- 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 CED, the COUNTY shall:
 - i) Participate in the employment of CED 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 CED as more specifically set out in Article V herein and Exhibit A, attached hereto and incorporated herein.
- 3) General Provisions:
- a) Management and Administration:
 - i) CED shall follow COUNTY policies relative to office hours and holidays.
 - ii) The CED appointment 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 within St. Johns 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 CED, 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) The COUNTY agrees to pay the UNIVERSITY sums as indicated in Exhibit A, attached hereto and incorporated herein, which shall constitute the COUNTY's proportionate share of the salary and benefits of the CED. Such sum shall be paid on a "cost reimbursable basis or fixed price basis".
- 2) It is expressly understood by the COUNTY and the UNIVERSITY that no amount sum paid as set for the in Exhibit A, attached hereto and incorporated herein, shall be used for payment of salaries or any other expenses of state personnel other than the CED.
- 3) The UNIVERSITY will not charge Facilities and Administrative costs to the COUNTY.
- 4) The salary and benefits outlined in Exhibit A, attached hereto and incorporated herein may be modified and submitted to the COUNTY annually by the UNIVERSITY.

- 5) Payments by the COUNTY shall be made on a quarterly basis as invoiced by the UNIVERSITY. The quarterly payments shall be in the amount as indicated in Exhibit A, attached hereto and incorporated herein, and shall be due within 30 days of receiving the quarterly invoices in January, April, July and October. Invoices shall be submitted to:

St. Johns County Board of County Commissioners
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.
- 7) The COUNTY may elect to pay an annual salary supplement to extension personnel. In such event, The COUNTY shall fund 100% of the salary supplement, including salaries, benefits, and worker's compensation. Such funds will be paid to the UNIVERSITY during the COUNTY's quarterly payment as indicated in Exhibit A, attached hereto and incorporated herein. Any salary supplement funds will be included in the annual County Budget Report that is sent to the UNIVERSITY each year. Upon receipt, if needed, the UNIVERSITY will update the salary projections in by amendment as provided elsewhere in this MOU. The UNIVERSITY shall adjust the quarterly billings to accommodate the salary supplement.

ARTICLE VI
AMENDMENT, MODIFICATION, REVISION

A. Both the COUNTY and the UNIVERSITY acknowledge that this MOU constitutes the complete agreement and understanding of the parties.

B. Both the COUNTY and the UNIVERSITY acknowledge that any change, amendment, modification, revision, or extension of this MOU (other than termination, as provided elsewhere in this MOU) shall be in writing, and shall be executed by duly authorized representatives of both the COUNTY and the UNIVERSITY.

ARTICLE VII
RECORDS

A. 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.

B. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this MOU shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. 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.

ARTICLE VIII **LIABILITY**

To the extent permissible by law, 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. To the extent permissible by law, 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 768.28, Florida Statutes.

ARTICLE IX **MISCELLANEOUS**

- 1) UNIVERSITY shall maintain all books, records and documents directly pertinent to performance under this MOU in accordance with generally accepted accounting principles consistently applied. Each party to this MOU or their authorized representatives shall have reasonable and timely access to such records of each other party to this MOU for public records purposes during the term of the MOU and for five (5) years following the termination of this MOU. If an auditor employed by the COUNTY or Clerk determines that monies paid to the UNIVERSITY pursuant to this MOU were spent for purposes not authorized by this MOU, the UNIVERISTY 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.

Governing Law and Venue, Interpretation. This MOU shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

- 2) **Binding Effect.** The terms, covenants, conditions and provisions of this MOU shall bind and inure to the benefit of the COUNTY and UNIVERSITY and their respective legal representatives, successors, and assigns.
- 3) **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 MOU 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. 1681-1681m and 1685-1686), which prohibits discrimination on the basis of sex; c) Section 504 of the Rehabilitation Act of 1973, as 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 patient 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 MOU.
- 4) **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 MOU, and that only interest of each is to perform and receive benefits as recited in this MOU.
- 5) **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.
- 6) **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 MOU 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 MOU. For the breach or violation of the provision, the University agrees that the COUNTY shall have the right to terminate this MOU 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.

- 7) **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 MOU upon violation for this provision by UNIVERSITY.
- 8) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and UNIVERSITY in this MOU 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.
- 9) **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 MOU 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.
- 10) **Obligations and Responsibilities-Non-Delegation of Constitutional or Statutory Duties.** This MOU 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 MOU 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.
- 11) **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this MOU 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 MOU separate and apart, inferior to or superior to the community in general or for the purposes contemplated in this MOU.
- 12) **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 MOU or be subject to any personal liability or accountability by reason of the execution of this MOU.
- 13) **Execution in Counterparts.** This MOU 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 MOU by signing any such counterpart.

- 14) Captions. Captions have been inserted in this MOU as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this MOU and will not be used in the interpretation of any provision of this MOU.
- 15) Assignment. In light of the scope and rationale for this Agreement, neither the COUNTY, nor the UNIVERSITY may assign, transfer, and/or sell any of the rights noted in this MOU, or associated with this MOU, without the express written approval of the other party. Should either the COUNTY or the UNIVERSITY, assign, transfer, and/or sell any of the rights of this MOU, without such prior written approval of the other party, then such action on the part of either the COUNTY or the UNIVERSITY, shall result in the automatic termination of this MOU, without further notice or action required on the part of the other party.

ARTICLE X
NOTICES

Any notice, request, demand, consent approval or other communication required or permitted by this MOU 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:

ST. JOHNS COUNTY
County Administration
500 San Sebastian View
St. Augustine, FL 32084

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

IN WITNESS WHEREOF, the parties have set their hand and seals as of the _____
day of _____, 2011.

FOR COUNTY:

Board of County Commissioners Representative

DATE

APPROVED AS TO FORM AND LEGALITY:

Assistant County Attorney

DATE

ATTEST: CHERYL STRICKLAND, CLERK

By: _____

DATE

FOR THE UNIVERSITY:

University of Florida

DATE

Exhibit "A" - Proposed 2011 Payroll Budget

St. Johns County - CED
FY 2011-2012 Summary
Salary Projection 09/29/2011 - 03/31/2012
Prepared 12/05/2011

Payroll Due From County for FY 2011-2012
Daniel Cantliffe 23,527.26

Total payroll: 23,527.26

TOTAL
Total Due 23,527.26

