

RESOLUTION NO. 2012- 18

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE AND AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, St. Johns County is providing funding to The University of South Florida Board of Trustees, A Public Body Corporate, to perform pre-service training, certification services, and continual child welfare staff development services, at a rate of Seventeen Thousand, Nine Hundred Ninety-Six Dollars (\$17,996.00), for six months; and,

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

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

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

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

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between the St. Johns County, Florida, and The University of South Florida Board of Trustees, A Public Body Corporate, and authorizes the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of January, 2012.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Ram Halterman
Deputy Clerk

By:

Mark P. Miner
Mark P. Miner, Chair

RENDITION DATE 1/19/12



**FIXED PRICE AGREEMENT
BY AND BETWEEN**

St. Johns County Board of County Commissioners

AND

**The University of South Florida Board of Trustees,
A Public Body Corporate**

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN St. Johns County Board of County Commissioners, located at 1955 U.S. 1 South, St. Augustine, FL 32086 ("SJC"), and The University of South Florida Board of Trustees, a public body corporate ("University"), for support to the project entitled "St. John's County Child Welfare Training". For consideration of the mutual promises, covenants, and obligations contained herein, SJC hereby retains the University to undertake certain activities described in Attachment 1. The parties agree as follows:

I. PERIOD OF PERFORMANCE

The period of performance under this Agreement begins January 1, 2012 and ends June 30, 2012. The contract term may be extended by mutual written agreement of the parties.

II. WORK PLAN / PROJECT ADMINISTRATION

The University shall perform the activities described in Attachment 1 and will comply with all statutory requirements and applicable regulations in the conduct of the project.

The University agrees that such activities will be directed by:

The University Project Director:

Laurie Cunningham
University of South Florida
Mental Health Law and Policy
Louis de la Parte Florida Mental Health Institute
College of Behavioral & Community Sciences
13301 Bruce B. Downs Blvd.
Tampa, FL 33612
(813) 974-9253 Phone
(813) 974-4696 Fax
Email address: lcunningham@usf.edu

The University Administrative Contact:

Sandra McDonald
Senior Research Administrator
University of South Florida
Division of Sponsored Research
3650 Spectrum Blvd Ste 160
Tampa, FL 33612-9446
(941) 359-4619 Phone
(941) 359-4351 Fax
Email: smcdonald@research.usf.edu

SJC Representatives:

Project Director:

Alison McMorrow, Program Manager
St. Johns County Community Based Care
1955 US 1 South, Suite B-6
St. Augustine, FL 32086
(904) 209- 6118 Phone
Email: amcmorrow@sjcfl.us

Administrative Contact:

Raechel Meeks, HHS Contract Coordinator
St. Johns County Health and Human Services
1955 US 1 South, Suite B-6
St. Augustine, Florida 32086
(904) 209-6094
(904) 209-6095 fax
Email: rmeeks@sjcfl.us

All invoices submitted by the University must be approved in writing by the SJC's Project Director prior to payment by SJC to the University.

III. ALLOCATION OF FUNDS

St. John's County Board of County Commissioners agrees to compensate the University on a fixed price basis, as per Attachment 2, for an amount of \$ \$17,996. It is further agreed that all invoices should contain an original signature of an authorized official of the University and should be sent to SJC's Project Director for approval (see Article II for the address). Invoices shall be submitted to SJC on a quarterly basis. Payments shall be remitted to:

University of South Florida
ATTN: Research Projects Receivables
PO Box 864568
Orlando, FL 32886-4568

IV. PAYMENT RESPONSIBILITIES

SJC shall issue payment in U.S. dollars within 30 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of this Agreement.

V. INDEPENDENT CONTRACTOR

The relationship of the parties is that of mutually independent contractors. Each party and its officers, employees, agents, subcontractors, or other contractors shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party. Each party assumes the risk of all liability arising from its respective activities pursuant to this Agreement and from the acts or omissions of its respective officers, agents, and employees.

VI. TERMINATION

This Agreement may be canceled by either party upon no less than thirty (30) days written notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of cancellation, only the percent of satisfactory progress actually achieved to the date of cancellation will be due and payable to the University, plus any noncancellable obligations.

In the event that University's project director becomes unable or unwilling to continue the project activities hereunder, and a mutually acceptable substitute is not available, SJC shall have the option to cancel this Agreement.

VII. PUBLICITY

Neither party shall use the name of the other party, nor of any employees of the parties, in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party, except that under the provisions of Florida Statute 1004.22, the University shall make available, upon request, the title and description of a project, the name of the project director, and the amount and source of funding provided for the project.

VIII. CONFIDENTIALITY

In the course of performing work under this Agreement, it may be necessary for either party to disclose to the other certain confidential and/or proprietary information or data. All such confidential information will be clearly identified in writing as confidential, or if given orally, will be reduced to writing within thirty (30) days. Each party agrees to hold the other's confidential information in confidence from date of disclosure until five (5) years from the date such confidential information is either returned to the disclosing party or destroyed as requested by the party. The parties shall take reasonable precautions to avoid disclosure, publication or dissemination of such confidential information and to use such confidential information only in connection with the project. No obligation of confidentiality applies to any information which was already in the receiving party's possession prior to its receipt from the disclosing party; becomes publicly known or available through no breach of this Agreement by the receiving party; is acquired by the receiving party from a third party without notice or restrictions of confidentiality; is independently developed by the receiving party's personnel to whom the providing party's confidential information had not been disclosed; or is required to be disclosed by law or governmental regulation, in which case both parties will work together in order to comply with such request.

IX. PUBLICATIONS

SJC recognizes that under University policy, the results of the project must be publishable and agrees that the University project director or University employees engaged in the project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of project.

X. INTELLECTUAL PROPERTY

SJC agrees that the University Project Director will promptly disclose all intellectual property generated during the course of this Agreement to its Division of Patents & Licensing in accordance with the Statement of Policies and Procedures for Inventions and

Works (0-300), and the Division of Patents & Licensing will promptly disclose such intellectual property to SJC.

Intellectual Property that originates solely with the University Project Director or any other University employee shall be the property of the University. Intellectual property that originates jointly between the University Project Director or any other University employee, and with a SJC employee, the University and SJC shall jointly own the intellectual property. Any intellectual property that originates solely with an SJC employee shall be the property of SJC.

The parties agree that any existing background intellectual property and/or inventions and technologies of SJC, the University, the University Project Director or University employees existing prior to the execution of this Agreement are their own separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in any background intellectual property and/or technologies in existence prior to the execution date of this Agreement.

XI. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

XII. INSURANCE

The University assumes all risk of personal injury and property damage arising from its activities pursuant to this Agreement that are attributable to the negligent acts or omissions of the University and its officers, agents, and employees while acting within the scope of their employment by the University. This statement shall not be construed or interpreted as consent by the University to be sued except as provided by Florida law or as a waiver of the University's sovereign immunity beyond that provided in Section 768.28, Florida Statutes.

XIII. DELEGATION OF AUTHORITY

This agreement is valid and enforceable only upon being signed by persons authorized to bind the University hereto, and by all persons required by Florida law or University policy to sign an agreement of this nature in order to bind the University hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this agreement, which includes Attachments 1 and 2, to be executed by their undersigned duly authorized officials.

**St. Johns County Board of
County Commissioners**

**University of South Florida, Board of trustees
a public body corporate**

Signature

Signature

Date

Date

Name

Rebecca Puig
Name

Title

Director, USF Division of Sponsored Research
Title

**Approved as to Form and Legal Sufficiency:
St. Johns County Attorney's Office**

By: Lisa P. Moore

Date: 1/4/2012