

RESOLUTION NO. 2012- 185

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 EXTENSION DEMONSTRATION/RESEARCH PROJECTS 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 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 County has appropriated funds for the purpose of Extension Demonstration/Research Projects; and

WHEREAS, the County desires to enter into an agreement 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 17th day of July, 2012.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:

Ann Halterman
Deputy Clerk

By:

Mark P. Miner
Mark P. Miner, Chair

RENDITION DATE 7/19/12



EXTENSION DEMONSTRATION AGREEMENT

THIS AGREEMENT effective this 21st day of May by and between St. Johns County with offices located at 500 San Sebastian View, St. Augustine, FL 32084, (hereinafter referred to as "Sponsor") and the University of Florida Board of Trustees, a public corporation of the state of Florida ("University").

WITNESSETH

WHEREAS, the extension demonstration program contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and extension demonstration objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both Sponsor and University through inventions, improvements and/or discoveries;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

Article 1 - Definitions

As used herein, the following terms shall have the following meanings:

- 1.1 "Project" shall mean the description of the projects described in Appendix A hereof, under the direction of Scott Taylor, as principal investigator (University project director).
- 1.2 "Agreement Period" is October 1, 2011 through September 30, 2016.

Article 2 Extension Demonstration Work

- 2.1 University shall commence the performance of Project promptly after the effective date of this Agreement, and shall use reasonable efforts to perform such Project substantially in accordance with the terms and conditions of this Agreement. Anything in this Agreement to the contrary notwithstanding, Sponsor and University may at any time amend Project by mutual written agreement.
- 2.2 In the event that the Principal Investigator becomes unable or unwilling to continue Project, and a mutually acceptable substitute is not available, University and/or Sponsor shall have the option to terminate said Project.

Article 3 - Reports and Conferences

- 3.1 Written program reports shall be provided by University to Sponsor annually and shall be submitted by University within forty-five (45) days of the conclusion of the Agreement Period, or early termination of this Agreement.
- 3.2 During the term of this Agreement, representatives of University will meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of Project to be performed hereunder.

Article 4 - Costs, Billings and Other Support

- 4.1 It is agreed to and understood by the parties hereto that subject to article 2, total costs to sponsor shall be the fixed price sum of \$93,599 for the period of 10/1/11 thru 9/30/12 with the level of support to be negotiated annually for the remaining periods. Payment in full shall be made by the sponsor annually upon receipt of invoice by the University of Florida. Budget for each year shall be released at that time and any remaining funds from year to year shall be carried over to the next funding period. The St. Johns County Office of Management & Budget will be notified on or before August 1st of each year of the amount of anticipated unused funds to be carried over to the next funding period.

Article 5 Publications

- 5.1 Sponsor recognizes that under University policy, the results of University Project must be publishable and agrees that staff engaged in 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, provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation at least three (3) months in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have three (3) months, after receipt of said copies, to object to such proposed presentation or proposed publication because there is patentable subject matter which needs protection. In the event that Sponsor makes such objection, said staff shall refrain from making such publication or presentation for a maximum of three (3) months from date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.
- 5.2 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and 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 6 - Term and Termination

- 6.1 This Agreement shall become effective upon the date first hereinabove written and shall continue in effect for the full duration of the Agreement Period unless sooner terminated in accordance with the provisions of this Article. The parties hereto may, however, extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which the parties reduce to writing and sign. Either party may terminate this agreement upon ninety (90) days prior written notice to the other.
- 6.2 In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at this option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by

sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

- 6.3 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect the Sponsor's rights and duties under , or release the parties hereto from their rights and obligations under Articles 4, 5, 6, and 8.

Article 7 - Independent Contractor

7.1 In the performance of all services hereunder:

- 7.1.1 University shall be deemed to be and shall be an independent contractor and, as such, University shall not be entitled to any benefits applicable to employees of Sponsor;
- 7.1.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
- 7.1.3 Both the Sponsor and the University mutually agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.
- 7.1.4 The failure of either party to insist upon strict performance of any term, condition, provision, and/or requirement of this Agreement, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

Article 8 Insurance

- 8.1 University warrants and represents that University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by University, and University has no liability insurance policy as such that can extend protection to any other person.
- 8.2 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.
- 8.3 To the extent permissible by law, the University shall indemnify, defend and hold harmless the Sponsor , and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the University and other persons employed or utilized by the University in the performance of this Agreement. Nothing in this Agreement shall constitute or be construed as a waiver of either party's sovereign immunity beyond the limitations set forth in section 768.28, Florida Statutes, and other applicable law.

Article 9 - Governing Law and Venue

- 9.1 This Agreement shall be governed and construed in accordance with 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.

Article 10 - Assignment

- 10.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.
- 10.2 This Agreement is assignable to any division of Sponsor, any majority stockholder of Sponsor, and/or any subsidiary of Sponsor in which 51 percent of the outstanding stock is owned by Sponsor.

Article 11 - Agreement Modification

- 11.1 Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.
- 11.2 If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.
- 11.3 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Article 12 - Notices

- 12.1 Notices, invoices, communications, and payments hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Sponsor

Attn: Jerry Cameron
Assistant County Administrator
500 San Sebastian View
St. Augustine, FL 32084

If to University:

Dr. Thomas E. Walsh, Director
Sponsored Research
University of Florida
219 Grinter Hall
Gainesville, FL 32611-2037

- 12.2 Each party covenants to the other part that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year above written.

ST. JOHNS COUNTY

UNIVERSITY OF FLORIDA

By: Jerry Cameron
Title: Assistant County Administrator

By:
Title:

APPENDIX A

Statement of Work

Objective:

To build sustainable agricultural systems that strives to be economically viable, environmentally sound and socially just. The UF/IFAS Partnership for Water, Agriculture and Community Sustainability at Hastings is performing demonstration and research projects in the following areas to strengthen agricultural production systems in the region, as well as, strengthen the regional economy.

Project Activity Areas:

- 1 **Commercial Vegetable Crop Production**
UF/IFAS PWACS provides production and marketing support for commercial vegetable producers in the TCAA, which includes 35,000 acres of potatoes, cabbage, broccoli, cucumbers, melons, squash and corn. Additional vegetables and fruits are planted in smaller acreages.
- 2 **Alternative Crop production**
There is a significant increase in grower interest in the production of high value crops such as peaches, blueberries, strawberries, and grapes.
- 3 **Protected Agriculture**
PWACS is performing multiple on farm demonstrations utilizing protected culture for high value fruit and vegetable crops. These systems increase produce quality and quantity, conserve water, and reduce environmental impacts.
- 4 **Livestock and Forages**
PWACS continues to perform demonstrations on forages and production systems for livestock producers in the TCAA. Some projects include Grass Fed Beef, Cool Season Annual Forage Demonstrations, Hay Storage Demonstrations, and Alternative Conserved Forage Demonstrations.
- 5 **Energy and Cover Crops**
PWACS has long term demonstration and research plots evaluating summer cover crops for nutrient reclamation, pest management, energy crop usage and forage and grain use. These projects help us to better understand the relationships between high value vegetables and the "cover" crop and the impacts and implications for sustainable agricultural production in the region.
- 6 **Nutrient and Water Management**
PWACS has a large effort in the nutrient and water management arena. We work closely with local ag producers to conduct on farm research and demonstration trials to evaluate in an on farm setting the effectiveness of nutrient and water management schemes. These projects include Best Management Practices (BMPs) and Good Agricultural Practices (GAPs) that maintain agricultural productivity and profitability while protecting ground and surface water quality and quantity. BMP and GAP projects take a crop systems approach and strive to provide sound science based information on the entire production system.
- 7 **Marketing and Agri-Tourism**
PWACS works with regional producers to expand regional marketing opportunities, including fresh market products, processing market products, and agro/enviro-tourism opportunities. This includes providing educational opportunities for producers and

developing/facilitating public/private partnerships that can help address the issues of processing, distributing and marketing local foods and local agro/enviro-tourism.

Deliverables

All of the demonstration/research projects funded by these county monies will address current, relevant issues faced by TCAA agricultural producers. These projects will include the following deliverables:

Annual report by PI and Co-PIs to County administration.

Demonstrations available to the public to view the results and structure of demonstration projects.

Educational Programs open to the public. These will include workshops, short courses and field days.

EDIS publications and research publications where applicable.

Project Outline and Budget

1. Fruit Fertigation Demonstration

Scope:

This is a demonstration that focuses on the latest technologies in micro-irrigation and fertigation for high value fruit crops such as stone fruit, blueberries and grapes.

Budget:

Operational: \$3000.00

OPS: \$2000.00

2. Local Foods

Scope:

This project works with local producers to integrate their products into the local food circle. It includes programs such as Farm to School, local sales to restaurants and farmers markets and the local Slow Food movement.

Budget:

Operational: \$5000.00

3. Fruit Production Post-Harvest Demonstration

Scope:

This project will demonstrate proper equipment and procedures for handling high value fruits such as blueberries, peaches and grapes after harvest to maintain the highest quality and value.

Budget:

Operational: \$5000.00

OPS: \$2000.00

4. Food Safety

Scope:

This project consists of educational programs teaching producers how to develop their own Food Safety Program for their farm.

Budget:

Operational = \$5000.00

5. Cabbage Production Sustainability Research/Demonstration

Scope:

This project consists of a three year endeavor to develop a new and sustainable cabbage production system which utilizes drip irrigation, plastic mulch and increased populations.

Budget:

Operational = \$8000.00

OPS = \$2000.00

6. Agri-Tourism

Scope:

This project works directly with producers providing them with advice and guidance on local agri-tourism endeavors as well as providing educational programs on the topic.

Budget:

Operational = \$6000.00

7. Protected Agriculture Demonstration

Scope:

This project demonstrates various structures and techniques for protected agriculture production in the TCAA.

Budget:

Operational = \$17,000.00

OPS = \$8000.00

8. Alternative Agriculture

Scope:

This project demonstrates production techniques for alternative crops for the region, such as, pumpkins, winter squash, strawberries, cauliflower, etc.

Budget:

Operational = \$8000.00

OPS = \$2000.00

9. Cover Crops Demonstration

Scope:

This project is to demonstrate and evaluate the value of cover crops for nutrient and pest management in high value vegetable production.

Budget:

Operation = \$8000.00

OPS = \$2000.00

10. Water Quality Evaluation

Scope:

This project assists producers in evaluating irrigation water salinity increases due to salt water intrusion.

Budget:

Operational = \$4000.00

11. Hay Storage Demonstration

Scope:

This is a demonstration project design to illustrate improved methods of round bale storage that preserves hay quality and quantity.

Budget:

Operational: \$1599.00

12. Cole Crop Variety Evaluation

Scope:

Demonstration project to evaluate the latest varieties of cabbage, broccoli, cauliflower, etc.

Budget:

Operational: \$3000.00

OPS: \$2000.00

Operational costs will include irrigation parts and supplies, utilities, fuel, crop production supplies, field and laboratory equipment, educational program expenses, signage, travel, etc.

OPS costs are for temporary labor for some projects.