

RESOLUTION NO. 2012 - 297

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A THIRD AMENDMENT TO RESEARCH AGREEMENT #0909-001 WITH THE UNIVERSITY OF NORTH FLORIDA FOR SMALL BUSINESS DEVELOPMENT SERVICES, ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING FOR THE EFFECT OF RECITALS; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, St. Johns County, a (COUNTY) and the University of North Florida (UNF) entered into an Agreement for Small Business Development Services for the COUNTY on October 19, 2009; and

WHEREAS, the COUNTY and UNF wish to amend the terms of the Agreement to extend the Period of Performance provided in Article 3 of the Agreement and to provide for additional costs and payments under Article 5 of the Agreement; and

WHEREAS, Article 3 of the Agreement shall be amended to renew the Period of Performance annually, from October 1, through September 30, Accordingly, the Agreement will automatically renew for consecutive one year terms, unless either party provides written notice of sixty (60) days prior to the end of the term of intent not to renew the agreement, or otherwise terminate under Article 16.

WHEREAS, Article 5 of the Agreement shall be amended to include the following:

- \$10,000.00 Upon execution of the Amendment
- \$ 7,500.00 Upon receipt of invoice dated January 1
- \$ 7,500.00 Upon receipt of invoice dated April 1
- \$ 7,500.00 Upon receipt of invoice dated July
- \$ 7,500.00 Upon receipt of final report on or before November 15

WHEREAS, the COUNTY has reviewed the terms, provisions, conditions and requirements of the proposed Third Amendment to Research Agreement #0909-001 (attached hereto and incorporated herein), and has determined that accepting the terms of the Amendment and executing said Amendment will serve the interests of the COUNTY.

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

SECTION 1. Incorporation of Recitals.

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

SECTION 2. Authorization to Execute.

The County Administrator, or designee, is hereby authorized to execute the Amendment on behalf of the County for the purposes mentioned above.

SECTION 3. Correction of Errors.

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.

SECTION 4. Effective Date.

This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this 16th day of October 2012.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: _____

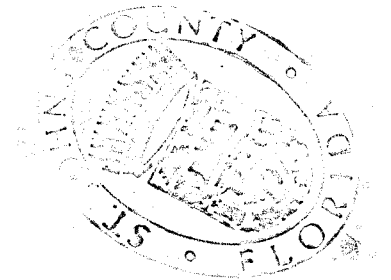
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Pam Halterman
Deputy Clerk

RENDITION DATE 10/18/12



**UNIVERSITY OF NORTH FLORIDA
THIRD AMENDMENT TO RESEARCH AGREEMENT # 0909-001**

This third Amendment (hereinafter called "Amendment") to Research Agreement # 0909-001 (hereinafter called "Agreement") is made and entered into by and between St. Johns County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called "County") and The University of North Florida Board of Trustees, a public body corporate (hereinafter called "UNF");

WHEREAS, County and UNF entered into the Agreement for *Small Business Development Services for St. Johns County*;

WHEREAS, County and UNF wish to amend the terms of the Agreement to revise the Period of Performance provided in Article 3 of the Agreement and to provide for additional costs and payments under Article 5 of the Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. Article 3 of the Agreement shall be amended to renew the Period of Performance annually, from October 1, through September 30. This Agreement will automatically renew for consecutive one year terms, unless either party provides written notice of sixty (60) days prior to the end of the term of intent not to renew the agreement, or otherwise terminated under Article 16.

2. Article 5 of the Agreement shall be amended to include the following:

For the Services the County shall pay UNF on a firm, fixed price basis in the amount of Forty Thousand Dollars (\$40,000). The County agrees to pay UNF for the Services for the total amount invoiced on receipt form UNF of invoices in accordance with the following annual schedule:

\$10,000.00 Upon execution of this Amendment
\$7,500.00 Upon receipt of invoice dated January 1
\$7,500.00 Upon receipt of invoice dated April 1
\$7,500.00 Upon receipt of invoice dated July 1
\$7,500.00 Upon receipt of final report on or before November 15

The level of funding may be amended annually, subject to lawfully available budgeted and approved funds.

3. Except as otherwise expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall remain and continue in full force and effect as provided therein.

4. This Amendment shall become effective upon execution.

IN WITNESS WHEREOF, Sponsor and UNF have entered into this Amendment effective as of the date first set forth above.

THE UNIVERSITY OF NORTH FLORIDA
BOARD OF TRUSTEES

ST. JOHNS COUNTY

By Imeh D. Ebong

Imeh D. Ebong, Ph.D.

Assistant Vice President for Research

Office of Research and Sponsored Programs

By _____

Printed Name _____

Title: _____

Date 09/18/2012

Date _____

WITNESS FOR UNF:

By Janice Donaldson

Janice Donaldson Principal Investigator

Date 9/20/12

WITNESS FOR THE COUNTY:

By _____

Printed Name _____

Date _____

**UNIVERSITY OF NORTH FLORIDA
RESEARCH AGREEMENT # 0909-001
FIRM FIXED PRICE**

This Service Agreement ("Agreement"), is entered into between the **University of North Florida Board of Trustees**, for and on behalf of the University of North Florida Office of Research and Sponsored Programs ("UNF"), and St. Johns County ("County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners.

RECITALS

A. Whereas, UNF is a constituent member of the Florida state university system existing pursuant to Section 7, Article IX of the Constitution of the State of Florida and is administered by The University of North Florida Board of Trustees, a public body corporate, pursuant to said Section and Section 1001.72, Florida Statutes. The University of North Florida Office of Research and Sponsored Programs is a division of sponsored research authorized, existing and governed by Section 1004.22, Florida Statutes, and University regulation; and

B. Whereas, the County desires to enter into an agreement with UNF for the purpose of providing Small Business Development Services to current and potential business owners through group training and individual counseling; and;

C. Whereas, UNF has agreed to perform the services under the terms and conditions hereinafter provided in this Agreement: and

D. Whereas, the County has determined that the provision of said Small Business Development Services by UNF is a proper public purpose, and in the best interests of the citizens of the County.

AGREEMENT

In consideration of the premises and mutual covenants herein contained, the UNF and The County agree as follows:

Article 1. Incorporation of Recitals

The foregoing Recitals A, B, C and D are incorporated herein by reference, and said Recitals are adopted as Findings of Fact.

Article 2. Statement of Work

UNF:

UNF shall use all reasonable efforts to perform the services and deliver the reports and other items (collectively "Services") specified in the Statement of Work, Attachment A, attached hereto and incorporated herein.

THE COUNTY:

The County shall provide office space in which UNF shall conduct Small Business Development Services and related activities as outlined in the Statement of Work. The office space shall be located in a portion of the County's Permit Center, which is more particularly described and referenced in Exhibit "B" that is attached hereto, and incorporated by reference, into this Agreement. Such office space may be secured by UNF in such a manner, so as to restrict entry and access to UNF files, which remain the property of UNF throughout the duration of this Agreement.

That portion of the County's Permit Center that is not used by UNF for Small Business

Development Services and related activities as outlined in the Statement of Work shall be available to the County for any, and all, governmental purposes, including, but not limited to, development review, land use, and zoning.

Article 3. Period of Performance

The Period of Performance under this Agreement commences on October 1, 2009 and ends on September 30, 2010, unless sooner terminated in accordance with the terms of this Agreement.

UNF shall submit a final report to the County no later than 45 days after the end of the period of performance.

Article 4. Key Personnel

UNF shall provide Janice Donaldson as Principal Investigator for the work under this Agreement.

The County shall provide the County Administrator or designee as the County Representative for work under this Agreement.

Article 5. Fixed Price: Cost and Payment Schedule

For the Services the County shall pay UNF on a firm, fixed-price basis in the amount of Forty Thousand Dollars (\$40,000.00). The County agrees to pay UNF for the Services for the total amount invoiced on receipt from UNF of invoices in accordance with the following schedule:

- \$10,000.00 Upon execution of this Agreement
- \$7,500.00 Upon receipt of invoice dated 01/01/2010
- \$7,500.00 Upon receipt of invoice dated 04/01/2010
- \$7,500.00 Upon receipt of invoice dated 07/01/2010
- \$7,500.00 Upon receipt of final report on or before November 15, 2010

The County will remit any payments under this Agreement to:

Office of Research and Sponsored Programs
University of North Florida
1 UNF Drive
Jacksonville, FL 32224

Article 6. Equipment

All right, title, and interest in any and all permanent and expendable equipment purchased by UNF with funds under this Agreement shall vest in UNF at the time of purchase.

Article 7. Notices

All notices or other correspondence under this Agreement given by either party to the other shall be in writing and sent via certified mail or commercial carrier with signature required for delivery and addressed to the following individuals:

For UNF: Imeh D. Ebong, Ph.D.
Assistant Vice President for Research
Office of Research and Sponsored Programs
University of North Florida
1 UNF Drive
Jacksonville, FL 32224
Phone: (904) 620-2455

Fax: (904) 620-2457
E-mail: i.ebong@unf.edu

For The County: Michael D. Wanchick
County Administrator
500 San Sebastian View
St. Augustine, FL 32084
Phone: (904) 209-0530
Email: mwanchick@sjcfl.us

Article 8. Independent Contractor

UNF is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the Services.

Article 9. No Indemnification

Neither UNF nor the County shall by reason of this Agreement be obligated to defend, assume the cost of defense, hold harmless, or indemnify the other from any liability to third parties for loss of or damage to property, death, or bodily injury arising out of or connected with the work under this Agreement.

Article 10. Publicity

The County may not use the name or licensed marks of UNF or the University of North Florida in news releases, publicity, advertising, or product promotion without the prior written consent of an authorized official of UNF. The Principal Investigator named in Article 4 cannot grant this consent.

UNF may not manufacture, use, display, reproduce, or otherwise use any facsimile or reproduction of the County seal and/or logo without the prior express written approval of the St. Johns County Board of County Commissioners.

Article 11. Rights in Data, Copyrights and Publication

Title to data first produced or composed by UNF employees in the performance of work under this Agreement shall be the sole and exclusive property of UNF. UNF shall have the sole right to determine the disposition of intellectual property rights resulting from the Services, provided, however, that UNF shall grant to the County a royalty-free, non-exclusive license to reproduce, modify and use all such data for its own purposes.

Title to and the right to determine the disposition of any copyrights relating to the performance of the work hereunder shall remain with UNF, who shall have the sole right to determine the disposition of those copyrights.

The County recognizes the results of the Services must be publishable and the County agrees that UNF shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of UNF's own choosing.

Article 12. Confidentiality

To the extent permitted by applicable law and provided that a party has identified the information as a trade secret, each party will use reasonable efforts to prevent the disclosure of any of the other party's confidential information to third parties. UNF agrees not to disclose the identity of program participants in any publications resulting from this Agreement. The County acknowledges that UNF is

subject to Florida's Public Records Law, Chapter 119, Florida Statutes, and that UNF's ability to prevent disclosure is governed by such Law.

Article 13. Access to Records

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 any other 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 any unaffiliated party.

Article 14. Review of Records

As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, regulation and/or policy, UNF authorizes the County to examine, review and inspect the records of UNF in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights and responsibilities noted in this Agreement. It is specifically noted and understood that UNF is under no duty to provide access to documentation not related to this Agreement, and/or otherwise protected by applicable Local, State or Federal law.

Article 15. Disputes

In the event a dispute should arise relating to either party's performance under this Agreement, the parties agree to use good faith efforts to resolve the dispute without resort to independent judicial or quasi-judicial authorities. In the event such good faith efforts fail to resolve the dispute, either party may seek relief or redress in the courts. Each party irrevocably submits itself to the personal jurisdiction of the courts of the State of Florida, Duval County, and the personal jurisdiction of the United States District Court for the Middle District of Florida, for the purpose of any suit, action or other proceedings arising out of or in connection with this Agreement or its subject matter. Each party agrees that it will bring any such proceeding only in one of such courts.

Article 16. Termination

Either party may terminate this Agreement at any time by giving not less than thirty (30) days advance written notice to the other party. Termination shall not affect the rights and obligations of the parties that accrued prior to termination.

The County shall be liable for all expenses incurred and all non-cancelable commitments made prior to UNF's receipt of the notice of termination and shall pay UNF for same on receipt of a final invoice. All data collected by UNF related to the work performed under this Agreement prior to receipt of notification of termination shall be released to the County.

Article 17. Limitation of Liability

Neither party shall be liable for incidental, consequential or special damages for breach. Neither UNF nor the County shall be liable for breach for money damages in an amount greater than the total amount of money to be paid by the County for the Services.

Article 18. No Warranty

UNF MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE WORK OR PRODUCTS OF WORK CREATED UNDER THIS AGREEMENT, INCLUDING THEIR OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Article 19. State of Florida Provisions

Any obligations of UNF under the Agreement are subject to all applicable laws and regulations of the State of Florida. The County is aware of Chapter 112, of the Florida Statutes, and other laws and regulations concerning conflicts of interest in dealing with agencies of the State of Florida. For purposes of this Agreement, the County hereby certifies, to the best of its knowledge and belief: (1) that no officer or employee of UNF is also an employee of the County; (2) that no officer or employee of UNF has a contractual relationship with the County; (3) that the County has established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibit discrimination based on race, creed, color, sex, age, national origin, marital status or religion; and (4) that the County has not been placed on the convicted vendor list by the Department of Management Services, State of Florida.

The falsity of any of the certifications contained in this Article 19 shall be grounds for cancellation of this Agreement by UNF.

Article 20. Governing Law

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

Article 21. Assignment

Neither party to this Agreement may assign its rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Amendments

This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written agreement of the parties. No modification of this Agreement or waiver of the terms or conditions of this Agreement shall be binding upon either party unless approved in writing by the party's duly authorized representative. Principal Investigator named in Article 4 is not UNF's duly authorized representative for purposes of any such approval.

Article 23. Waiver

The failure of the parties to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision of this Agreement shall not be construed to be a waiver of such provision or of the right of the party to thereafter enforce each and every such provision. No waiver of any breach of the Agreement shall be held to be a waiver of any other or subsequent breach.

Article 24. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the work to be performed.

Article 25. Headings

All Articles and descriptive headings of Articles noted in this Agreement are inserted for the convenience of the parties only, and shall not affect and/or control the interpretation of this Agreement.

Article 26. Severability

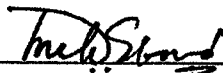
If any word, phrase, sentence, part, article, section, subsection or other portion of this Agreement,

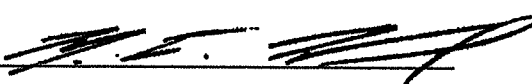
or any application thereof, to any person or circumstance is declared void, unconstitutional or otherwise invalid for any reason, then such word, phrase, sentence, part, article, section, subsection or other portion or the proscribed application thereof shall be severable and the remaining portions of this Agreement and applications thereof not having been declared void, unconstitutional or otherwise invalid shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE UNIVERSITY OF NORTH FLORIDA
BOARD OF TRUSTEES

ST. JOHNS COUNTY

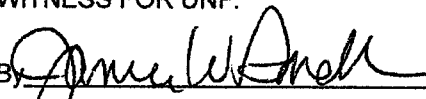
By 
Imeh D. Ebong, Ph.D.
Assistant Vice President for Research
Office of Research and Sponsored Programs

By 
Printed Name Michael D. Wanchick
Title: County Administrator

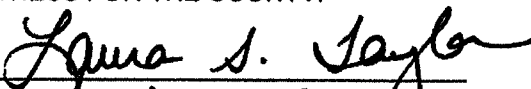
Date 10/09/09

Date 10/19/09

WITNESS FOR UNF:

By 
Janice Donaldson Principal Investigator
Date 10/8/09

WITNESS FOR THE COUNTY:

By 
Printed Name Laura S. Taylor
Date 10/19/09

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ATTACHMENT A

STATEMENT OF WORK

Management and Technical Assistance Services

The UNF SBDC will provide group training and individual counseling in St. Johns County. Assistance will be provided by the UNF SBDC's Certified Business Analysts and outside professionals when needed.

Group training which may include workshops on the following topics:

- How to STARTUP Your Own Business
- Marketing
- Recordkeeping
- Taxes
- Managing for Profit
- Business Planning
- Financing the Business
- Others

All training programs will be evaluated by participants using a standardized evaluation form. Evaluations will measure the effectiveness of the content and the speaker(s). The UNF SBDC will be responsible for all program design and delivery, including curriculum development, speaker selection, selection and procurement of materials, design and production of handouts, and development and production of audio-visual aids. Sessions may be held at the County Administration Complex, or other locations identified in St. Johns County.

Individual counsel will include a full time Certified Business Analyst providing on-site management assistance to potential business owners five days a week. This individual assistance will be available to the business owner or potential owner at no charge. An office or conference room at the County Complex will be provided for counseling sessions to ensure confidentiality of all information exchanged. Additionally, the Certified Business Analyst may provide counseling at client business sites or other locations throughout St. Johns County through circuit rides to make service easily accessible for all geographic areas. Counseling sessions will be available to assist business owners and potential owners as needed with answers to questions, as a confidential sounding board, and in times of crisis. Assistance will be available in the areas of marketing, general management, accounting, record keeping, loan packaging, business planning, financial management, and in other business management areas. The UNF SBDC will collect information on the participant business' economic development impact, in terms of job creation, job retention, sales growth, loans approved, contracts awarded, etc., and will record this information in the SBDC MIS program. Further follow-up will also include individual assessment of the business' performance against goals.