

RESOLUTION NO. 2013-79

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF THE SECOND AMENDMENT TO AN EXISTING 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, the County and the University entered into a Memorandum of Understanding (“MOU”), providing for the operation and responsibilities relating to the UF/IFAS Extension Director in the St. Johns County Extension Office of the Florida Cooperative Extensions Service Program; and

WHEREAS, the County and the University now seek to amend the MOU to extend its duration until March 31, 2018, in a manner that will avoid a break in services provided by the University subject to the same terms and conditions; and

WHEREAS, the St. Johns County Board of Commissioners have reviewed the provisions contained in the proposed amendment, attached hereto and incorporated herein; and

WHEREAS, amending the MOU to extending its duration and provide for the uninterrupted operations and responsibilities of the County Extension Director serves a public purpose and the 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 provisions contained in the Second Amendment to the existing Memorandum of Understanding between St. Johns County, Florida, and the University of Florida, Board of Trustees to extend the duration until March 31, 2018, subject to the same terms and conditions.

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.

Section 4. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, **this 16th day of April, 2013.**


BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:



Deputy Clerk

By:



John H. Morris, Chair



**SECOND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

THIS SECOND AMENDMENT, to the Memorandum of Understanding is made this _____ day of _____, 2013 between St. Johns County Board of County Commissioners, a political subdivision of the State of Florida (County) and the University of Florida Board of Trustees (University).

WHEREAS, the County and University entered into a Memorandum of Understanding (MOU) effective September 29, 2011 providing for the operation, and responsibilities relating to the UF/IFAS Extension Agent – County Extension Director in the St. Johns County Extension office of the Florida Cooperative Extensions Service Program; and

WHEREAS, the term of the existing MOU ends March 31, 2013; and

WHEREAS, the County and University now desire to amend the MOU in a manner that will require revision of the existing agreement to the MOU adopted September 29, 2011; and

WHEREAS, in order to avoid a break in the services provided by the University and allow for the adoption of a new MOU as required, the County and University find it reasonable and appropriate to extend the existing MOU until March 31, 2018.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the existing MOU and this Amendment, the parties hereby agree as follows.

1. The above recitals are true and correct and incorporated herein as though fully set forth below.
2. The term of the existing MOU, as adopted and effective on September 29, 2011 is hereby extending to March 31, 2018. Additional funding is provided in the Exhibit A.
3. The terms, conditions, rights and responsibilities as set forth in the existing MOU will remain in full force and effect until March 31, 2018.
4. This amendment becomes effective on the date it is approved by the St. Johns County Board of County Commissioners.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

Article III

DURATION, TERMINATION AND EXTENSION

A. This MOU shall be effective from April 1, 2013, through and until 11:59 p.m., Eastern Standard Time, March 31, 2018.

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.

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
Copy:
UNIVERSITY OF FLORIDA
Contracts & Grants Accounting Services
0101 Bryant Hall, PO Box 110116
Gainesville, FL 32611
Copy:
UNIVERSITY OF FLORIDA
IFAS County Operations-Extension
1062 McCarty Hall D, PO Box 110220
Gainesville, FL 32611-022

APPROVED BY:

FOR COUNTY:

Board of County Commissioners Representative

Date

APPROVED AS TO FORM AND LEGALITY:

Assistant County Attorney

Date

UNIVERSITY OF FLORIDA SIGNATURE:

University of Florida

Date

Exhibit "A" - Proposed 2013-2014 Payroll Budget

**St. Johns County - CED
FY 2013-2014 Summary
Salary Projection 04/01/2013 - 03/31/2014
Updated 02/22/2013**

Payroll Due From County for FY 2013-2014
Daniel Cantliffe 44,352.00

Total payroll: 44,352.00

TOTAL
Total Due 44,352.00

Exhibit "A" - Proposed 2013-2014 Payroll Budget

Salary Details

Salary Projection 04/01/2013 - 03/31/2014

		State	County	Total
57263410	Percentage	60.440%	39.560%	100.00%
Daniel Cantliffe	Salary	\$55,000.00	\$6,000.00	\$91,000.00
04/01/13 - 03/31/14	Pooled Fringe: Faculty	12,760.00	8,352.00	21,112.00
Annually: \$91,000.00				
Faculty:	23.20% Grand Totals	67,760.00	44,352.00	112,112.00
Daniel Cantliffe	Salary: \$91,000.00			44,352.00