

RESOLUTION NO. 2014- 80

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A MEMORANDUM OF AGREEMENT TO COLLABORATE WITH PIE IN THE SKY COUNTRY STORE, INC. D/B/A FARM TO FAMILY TO PROVIDE FRESH FRUITS AND VEGETABLES TO RESIDENTS LIVING IN "FOOD DESERTS" IN ST. JOHNS COUNTY.

RECITALS

WHEREAS, the USDA Food Atlas has identified seven census tracts in St. Johns County which qualify as "food deserts" – regions void of fresh fruit, vegetables, and other healthful foods, generally due to a lack of grocery stores, farmers' markets, or transportation to healthy food providers, and commonly located in low-income neighborhoods; and

WHEREAS, Pie in the Sky Country Store, Inc., d/b/a Farm to Family ("Farm to Family") has requested a Memorandum of Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to operate a mobile Farmers Market on County property to deliver affordable, fresh, nutritious and locally grown food to the food deserts in our region;

WHEREAS, Farm to Family plans to partner with local farmers to promote year-round growing and diversification of crops; and

WHEREAS, the County agrees to provide distribution locations for the Farm to Family food truck on county-owned property at designated times and dates and provide Farm to Family ample notice of any changes in times, dates, or locations; and

WHEREAS, Farm to Family desires to collaborate with the County to help local farmers and producers expand their reach into new retail markets while at the same time providing fresh fruits and vegetables to residents living in food deserts in St. Johns County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

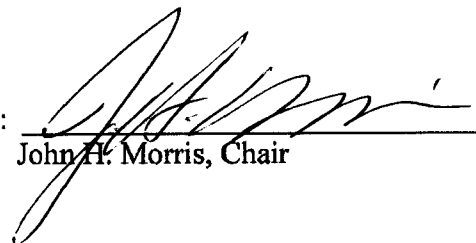
Section 2. The Board of County Commissioners hereby approves the terms of the Memorandum of Agreement and authorizes the County Administrator, or designee, to execute said Memorandum of Agreement.

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

Section 4. The Clerk of Court is instructed to file the Memorandum of Agreement in the Clerk's Office of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of April, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Pam Salterman



EXHIBIT "A" TO RESOLUTION

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) is dated this _____ day of _____, 2014, between and among **ST. JOHNS COUNTY, FLORIDA** ("**County**"), a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida 32084, and **PIE IN THE SKY COUNTRY STORE, INC., d/b/a FARM TO FAMILY** ("**Farm To Family**"), a Florida not-for-profit corporation, located at 8155 Barnes Farm Road, Post Office Box 1151, Hastings, Florida 32145.

RECITALS

WHEREAS, St. Johns County is home to seven (7) census tracts identified by the USDA Food Atlas as "food deserts" – regions of the County void of fresh fruit, vegetables, and other healthful foods, generally due to a lack of grocery stores, farmers' markets, or transportation to healthy food providers, and commonly located in low-income neighborhoods; and

WHEREAS, Farm to Family desires to partner with local farmers to promote year-round growing and diversification of crops; and

WHEREAS, Farm to Family plans to utilize a mobile Farmers Market to deliver affordable, fresh, nutritious and locally grown food to the food deserts in our region; and

WHEREAS, Farm to Family desires to collaborate with the County to help local farmers and producers expand their reach into new retail markets while at the same time providing fresh fruits and vegetables to residents living in food deserts in St. Johns County.

NOW THEREFORE, the County and Farm to Family agree as follows:

Section 1. Effect of Recitals.

The above Recitals are incorporated into the body of this MOA, and said Recitals are adopted as Findings of Fact.

Section 2. Purpose.

The purpose of this MOA is stated as follows:

- a. To utilize a mobile Farmers Market to provide fresh fruit, vegetables and other healthful whole foods to St. Johns County residents living in low income neighborhoods and/or those neighborhoods devoid of access to healthy foods.
- b. To partner with local farmers to promote year-round growing and diversification of crops.
- c. To work to expand our local economy through job placement and training.

- d. To educate the community on the benefits of eating locally grown fresh fruits and vegetables and cooking for good health.

Section 3. Enclosures.

The following enclosures are attached, and incorporated, into this MOA:

- a. Farm to Family Information Sheet (Exhibit A)
- b. Farm to Family Mobile Truck Distribution Locations on County-Owned Property (Exhibit B)

Section 4. Duration of MOA.

The initial term of this MOA shall be from April 1, 2014 to March 31, 2016. Upon the expiration of the initial term, this MOA may be renewed at the request of Farm to Family for an additional five (5) terms of one (1) year each on the same terms and conditions as contained herein. Any request for renewal of this MOA must be submitted to the County in writing no less than thirty (30) days prior to its expiration. Should the County wish to renew this MOA, it may do so by approving a renewal to the MOA.

Section 5. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this MOA, 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, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this MOA, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

Section 6. Governing Law and Venue.

This MOA shall be construed according to the laws of the State of Florida. Venue for any State administrative and/or legal action arising under this MOA shall be in St. Johns County, Florida. Venue for any Federal administrative and/or legal action arising under this MOA shall be in the closest district office for a Federal administrative action, or the United States District Court, Middle District of Florida, Jacksonville Division for a Federal legal action.

Section 7. Compliance with Local, State, and Federal Rules, Regulations and Laws.

The County and Farm to Family shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the County, State, and Federal governments.

Section 8. Procedure for Achieving Assignment; Effect of Not Following Procedure.

In light of the scope and rationale for this MOA, neither the County nor Farm to Family may assign, transfer, and/or sell any of the rights noted in this MOA, without the express written approval of the other party. Should either the County or Farm to Family assign, transfer, or sell any of the rights noted in this MOA without such prior express written approval of the other party, then such action on the part of either the County or Farm to Family may result in the termination of this MOA at the discretion of the non-breaching/non-offending party. Termination shall become effective ten (10) days from the date the written notification is forwarded to the breaching/offending party.

Section 9. Amendments to this MOA.

The County and Farm to Family acknowledge that this MOA constitutes the complete agreement and understanding of the parties.

Further, the County and Farm to Family acknowledge that any change, amendment, modification, revision, or extension of this MOA (other than termination, as noted elsewhere in this MOA), shall be in writing, and shall be executed by duly authorized representatives of the County and Farm to Family

Section 10. Responsibilities of the County.

Under this MOA, the County shall have the following responsibilities:

- a. Provide distribution locations for the Farm to Family food truck at designated times, dates, and locations;
- b. Provide Farm to Family ample notice of any required changes to times, dates, or locations; and
- c. Provide permission for the Farm to Family food truck to be on County-owned property at designated locations on dates and times.

Section 11. Responsibilities of Farm to Family.

Under this MOA, Farm to Family shall have the following responsibilities:

- a. Provide the County a schedule listing the dates, times, locations and length of stops on the County-owned properties set forth in Exhibit B;
- b. Coordinate with County staff with respect to the dates, times and locations that the mobile farmers market will be present on County property;
- c. Provide the County advance notice of any scheduling changes in a timely manner;
- d. Comply with any changes to the above schedule required by the County; and
- e. At no time shall Farm to Family's use of County property interfere with the daily operations of any County-owned facility.

Section 12. Independent Contractor.

This Agreement shall not be construed to create any agency relationship, partnership, association, or joint venture between the County and Farm to Family. The parties expressly intend that with regard to the provisions of this Agreement said parties shall be independent contractors and no party hereto shall receive any other benefits besides those expressly provided for herein. Further, it is the express intent of the parties hereto that no agent, servant, contractor, or employee of one party be deemed an agent, servant, contractor, or employee of the other party. All personnel of Farm to Family rendering services pursuant to this Agreement shall be employees/agents of Farm to Family. Regardless of anything else contained in or implied from this Agreement, any employee of the County who may be performing the services herein described shall be under the exclusive control and direction of the County in connection with the performance of the services to be rendered herein, and in no way shall such employee be deemed an employee of Farm to Family.

Section 13. Termination.

This Agreement may be terminated without cause by any party providing at least sixty (60) days written notice to the other party of such notice of termination without cause. Such written notification shall indicate that the notifying party intends to terminate this MOA sixty (60) days from the date of notification (unless a date greater than sixty (60) days is specified.)

This MOA may be terminated for cause by any party upon providing at least fifteen (15) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.

Termination for cause is available for one or more of the following reasons: 1) failure of Farm to Family to perform as required under Section 11; and 2) failure of County to perform as required under Section 10. Prior to termination for cause, the non-breaching party shall provide the breaching party written notice of the alleged cause for termination and shall provide at least thirty (30) days to cure the alleged breach.

Section 14. Access to Records.

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this MOA may be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. It is specifically understood that access to "*personally identifiable information*" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), is controlled by, and subject to the provisions of HIPAA, as well as other applicable state and/or federal law. To the extent that records are accessible, such access may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

Section 15. No Third Party Beneficiaries.

The County and Farm to Family explicitly agree, and this MOA explicitly states, that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

Section 16. Insurance.

To the extent permissible by law, Farm to Family agrees to indemnify, defend, and hold St. Johns County and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the operations or use of the premises described herein. It is the intention of Farm to Family that St. Johns County and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to any employee or third party while on or accessing the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property. Farm to Family expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement.

Farm to Family assumes responsibility for any and all claims for personal injury damages arising out of its use of the premises. St. Johns County shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Farm to Family or by any person whosoever may be using or occupying or visiting the leased facility, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Farm to Family or of any occupant, subtenant, visitor or user of any portion of the facility. The indemnity provisions of this section shall survive the termination of this lease.

Farm to Family shall, at all times during the term of this lease, maintain in full force and effect a policy, or policies, of commercial general liability insurance. Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury and property damage. The liability policy shall include a waiver of subrogation in favor of St. Johns County. Automobile liability insurance in the amount of \$300,000 combined single limit for bodily injury and property damage to protect the County from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles. St. Johns County shall be named as additional insured by policy endorsement and shall apply as primary and non-contributory.

Farm to Family shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. Prior to execution of this agreement, certificates of insurance including the additional insured will be provided to St. Johns County, 500 San Sebastian View, St. Augustine,

FL 32084, and include a brief description of operations. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any this insurance.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Section 17. Permits and Licenses.

To the extent that any party needs to secure, obtain/acquire, and maintain permits, licenses, approvals, and/or certificates, in order to discharge that party's responsibilities noted in this MOA, then that party, at that party's sole expense, shall be responsible for securing, obtaining/acquiring, and maintaining any, and all, permits, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.

IN WITNESS WHEREOF, the parties have hereunto executed this MOA on the day and year written above.

**BOARD OF COUNTY COMMISSIONERS,
ST. JOHNS COUNTY, FLORIDA**

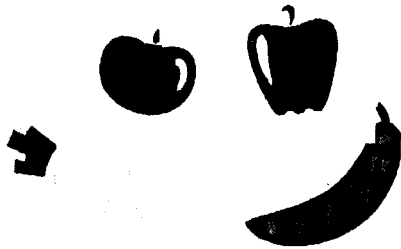
Michael Wanchick, County Administrator

**PIE IN THE SKY COUNTRY STORE, INC.,
d/b/a FARM TO FAMILY**

Print Name: _____



**Ben Wells and Chris Barnes
Farmers**



FARM TO FAMILY IS A SOCIALLY INNOVATIVE MOBILE FARMERS MARKET THAT DISTRIBUTES FRESH, HEALTH PRODUCTS FROM LOCAL FARMERS TO THE REGIONS UNDERSERVED NEIGHBORHOODS IN NEED. F2F LEVERAGES THE STRENGTH OF AN EXPANDING LOCAL FOOD ECONOMY TO SUSTAINABLY FUND COMMUNITY DEVELOPMENT, JOB TRAINING, HEALTH AND EDUCATION



George and Alonzo will be the first employees of Farm to Family. They will be training on the mobile truck after they move from the camp house to their own apartment in St. Augustine.

Pie in the Sky

Malea Guiriba 904-382-9939 or Ellen Walden 904-501-6497

EXHIBIT "B"

**FARM TO FAMILY MOBILE TRUCK
DISTRUBTION LOCATIONS ON COUNTY-OWNED PROPERTY**

Anastasia Island Branch Library

Bartram Trail Branch Library

Hastings Branch Library

Ponte Vedra Beach Branch Library

Southeast Branch Library

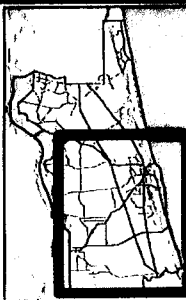
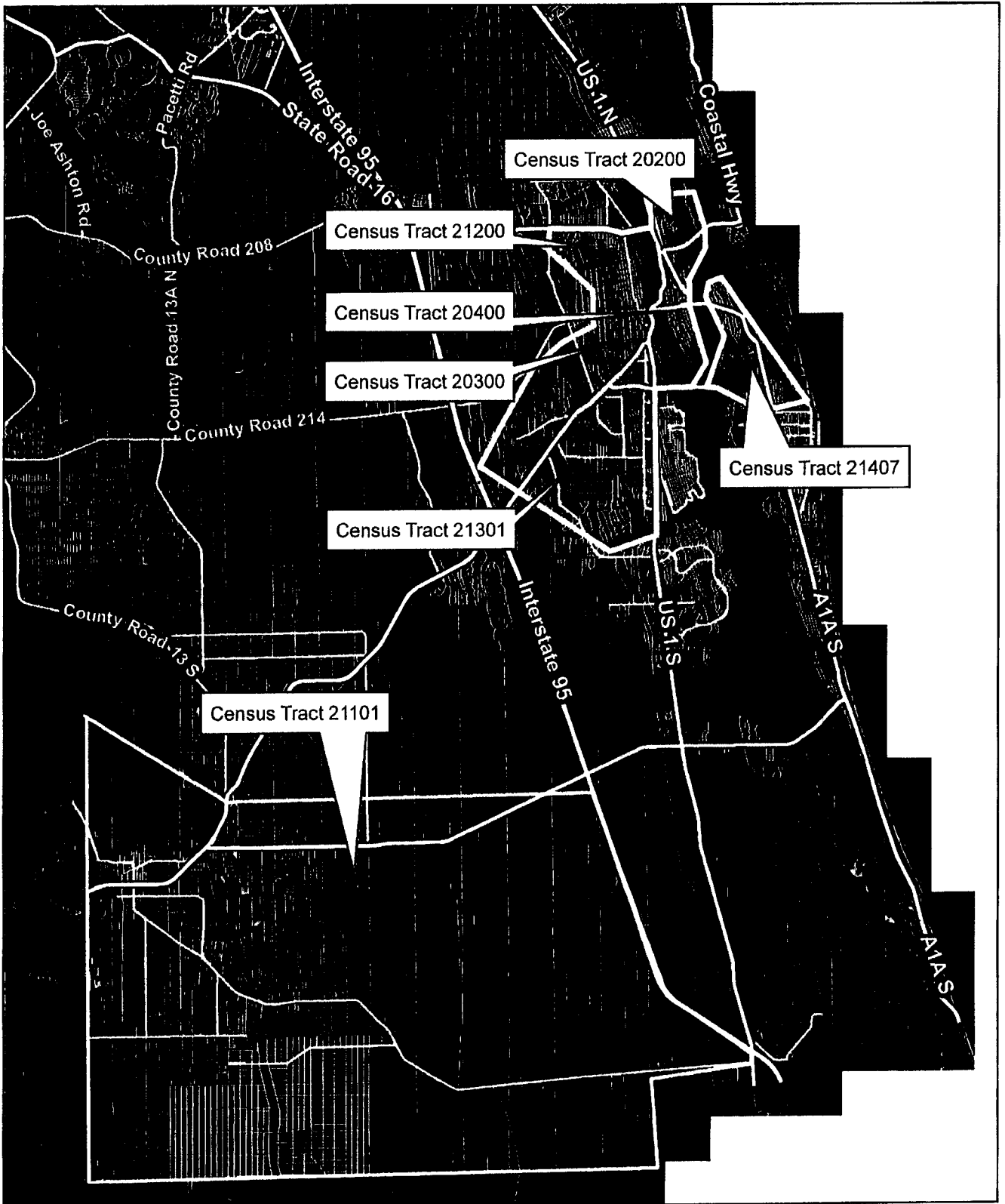
St. Johns County Main Library

Council on Aging (River House)

St. Johns County Administration Building

St. Johns County Health & Human Services Building

Solomon Calhoun Center



2013 Aerial Imagery
 200 Feet
 March 10, 2014

FARM TO FAMILY

*USDA Food Atlas
 Census Tract Food Deserts
 in St. Johns County*

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0764

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

