

RESOLUTION NO. 2017-99

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 (COUNTY) AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES (UNIVERSITY), TO PROVIDE AGRICULTURAL EXTENSION DEMONSTRATIONS AND PROGRAMMING AT THE HASTINGS AGRICULTURAL EXTENSION CENTER; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

RECITALS

WHEREAS, pursuant to the laws of the State of Florida and applicable provisions of the Smith-Lever Act of 1914, among other things, the University is charged with the dissemination of information regarding agriculture, horticulture, natural resources, and youth development through its Cooperative Extension Service to the public in the state of Florida; and

WHEREAS, subject to the terms and conditions stated herein, the County and the University seek to enter into an agreement to provide for the planning and implementation of educational demonstrations and programs for local growers, families, homeowners, and young people; and

WHEREAS, such demonstrations and programs will be completed at the Hastings Agricultural Extension Center, following periodic opportunities for input by local advisory committees and approval by the County; and

WHEREAS, the University will utilize appropriate personnel, educational methods, program development processes, area subject matter information and other resources deemed necessary to provide such demonstrations and programming; and

WHEREAS, the County Board of Commissioners (Board) has determined that entering into such an agreement concerning the development and implementation of extension services demonstrations and programs is proper and serves the interests of local citizens by providing agricultural improvements, innovations and/or discoveries.

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

1. The above Recitals are hereby incorporated into the body of this Resolution and are adopted as findings of fact.

2. The Board hereby approves the terms, provisions, conditions and requirements of the agreement attached hereto as Attachment A, and incorporated herein, between the County and the University to provide agricultural extension demonstrations and programs at the Hastings Agricultural Center for the benefit of local growers, families, homeowners and young people.

3. The Board hereby authorizes the County Administrator, or designee, to execute an agreement in substantially the same form and format as provided in Attachment A on behalf of the County. To the extent that there are any typographical and/or administrative errors that do not change or modify any material term of the agreement, then such errors may be revised without subsequent approval by the Board.

4. To the extent that there are typographical and/or administrative errors that do no change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida on this 21 day of March, 2017.

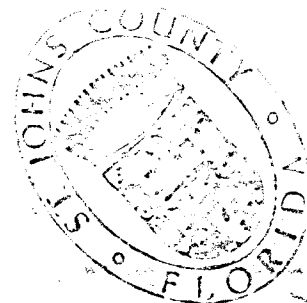
BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Helterman
Deputy Clerk

RENDITION DATE 3/23/17



ATTACHMENT A

AGREEMENT FOR COOPERATIVE EXTENSION SERVICES (DEMONSTRATIONS AND PROGRAMMING)

THIS AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 20____, by and between ST. JOHNS COUNTY ("County"), a political subdivision of the State of Florida, and the University of Florida, Board of Trustees ("University"), a public corporation of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to the laws of the State of Florida and applicable provisions of the Smith-Lever Act of 1914, among other things, the UNIVERSITY is charged with the dissemination of information regarding agriculture, horticulture, natural resources, and youth development through its Cooperative Extension Service to the public in the state of Florida; and

WHEREAS, subject to the terms and conditions stated herein, the County and the University seek to enter into this Agreement to provide for the planning and implementation of educational demonstrations and programs for growers, families, homeowners, and young people within St. Johns County, Florida; and

WHEREAS, such demonstrations and programs will be completed at the Hastings Agricultural Extension Center, following periodic opportunities for input by local advisory committees and approval by the County; and

WHEREAS, the University will utilize appropriate personnel, educational methods, program development processes, area subject matter information and other resources deemed necessary to provide such demonstrations and programming; and

WHEREAS, the County Board of Commissioners has determined that entering into this Agreement concerning the development and implementation of extension services demonstrations and programs is proper and serves the interests of local citizens by providing agricultural improvements, innovations and/or discoveries.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the respective duties and obligations of the UNIVERSITY and the COUNTY in providing the demonstrations and programming described herein at the Hastings Agricultural Extension Center.

2. DURATION, TERMINATION AND EXTENSION

- a. Duration. This Agreement is effective beginning on October 1, 2016 ("Effective Date") through and until September 30, 2021 ("Expiration Date"), unless earlier terminated as provided herein.
- b. Termination. Prior to the Expiration Date, either party hereto may terminate this Agreement by providing written notice to the other party by no less than ninety (90) calendars days prior to the

effective date of such termination. Consistent with other provisions contained in this Agreement, the County shall pay the University for work performed and expenses authorized under this Agreement and that accrue up to the termination of this Agreement.

- c. Extension. The duration of this Agreement may be extended upon mutually written consent by the parties hereto. Such consent shall contain the mutually agreeable terms and conditions for extending the duration of this Agreement, and will be executed by duly authorized representatives of each party hereto.

3. DEMONSTRATIONS AND PROGRAMMING

- a. Annual Statement of Work. For the duration of this Agreement, by no later than April 15th of each year, the University shall provide to the County a projected statement of work that details all of the demonstrations and programs that will be implemented in the immediately upcoming County Fiscal Year. At minimum, each statement of work will include an objective, a detailed description of each demonstration and/or project with associated proposed budget, and deliverables. Each statement of work may amended upon written mutual consent of the parties hereto. As used in this Agreement a "County Fiscal Year" is the time frame beginning on October 1st through and until September 30th.
- b. Citizen Advisory Committee Input. Prior to providing any proposed statement of work as described above, the University will conduct at least two (2) meetings with a citizen advisory committee that includes but is not limited to growers/producers from St. Johns County, Florida; representatives from the North Florida Growers Exchange; Putnam/St. Johns County Farm Bureau; local residents and *{include others}*. The purpose of the meeting is to provide an opportunity for input on the development and implementation of proposed demonstrations and programs to be included in the University's proposed statement of work.
- c. Reports. For the duration of this Agreement, by no later than August 31st, the University will provide the County with an annual written report regarding progress and/or completion of the then current statement of work. Additionally, upon completion of each demonstration or program, the University shall complete and maintain a written report that summarizes the results. Such reports will be made available to the County upon request.
- d. Status Meetings. For the duration of this Agreement, the County Administrator, or designee, will meet with the University County Extension Director ("CED") and the Hastings Agricultural Extension Center Director at least twice each County Fiscal Year, at mutually agreed upon times and places, to discuss the status of demonstrations and programs described in the then current statement of work, as well as any proposed changes thereto. Coordination of such meetings shall be initiated by the University CED.

4. PUBLICATIONS

As a condition of entering into this Agreement, the County acknowledges that, in accordance with applicable University policies governing research, the results of all demonstrations and/or programs must be publishable. The County hereby agrees that the University shall be permitted to present such results at symposia and professional meetings and/or to publish such results in journals, theses and dissertations. In the event that any presentation or publication contains intellectual property that requires protection,

the University and the County shall jointly work to take those measures necessary to protect the intellectual property prior to the University making such presentation or publication.

5. FUNDING AND PAYMENTS

- a. **Funding.** As provided above, for the duration of this Agreement, by no later than April 15th of each year, the University shall provide to the County a projected statement of work, detailing the demonstrations and programs to be implemented in the immediately upcoming County Fiscal Year. The projected statement of work shall be accompanied by a corresponding request for annual funding. The County shall review, modify (as deemed necessary in the County's sole discretion) and approve the request by no later than September 30th.
- b. **Unused Funds.** For the duration of this Agreement, on or before August 1st of each year, the University shall notify the County's Office of Management and Budget of the amount of anticipated unused funds to be carried over to the next County Fiscal Year.
- c. **Billing/Invoicing.** To the extent that the University is not in violation of this Agreement, the University may bill/invoice the County in four equal installments, submitted on January 10th, April 10th, July 10th and October 10th for performance of the then current statement of work. Bills/invoices submitted by the University shall include a report of the work accomplished in connection with the statement of work. The County may return a bill/invoice from the University and request additional information/document to support payment of the invoice. Unless otherwise notified, bill/invoices should be delivered to: *{insert contact information}*.
- d. **Payment.** Upon receipt and verification of bills/invoices submitted by the University, the County shall make payment within thirty (30) days. In the event that the County returns any bill/invoice for additional information/documentation, the timeframe for payment will be extended by the time necessary to verify the information/documentation requested.
- e. **No Commitment of County Funds.** For the duration of this Agreement, it is expressly noted that payment by the County is conditioned upon, and subject to, an annual appropriation by the St. Johns County Board of Commissioners. This Agreement is neither a general obligation of the County, nor is it backed by the full faith and credit of the County.

6. LIABILITY

- a. The University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University and its officers, employees, servants and agents while acting within the scope of their employment by the University. The University, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with such protection being applicable to the University and its officers, employees, servants and agents while acting with the scope of the employment by the University. The University and the County agree that nothing contained in this Agreement shall be construed or interpreted as (1) denying either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the University, the State of Florida, or their agents and agencies to be sued; or (3) a waiver of the sovereign immunity of the University, the State of Florida, and their agents and agencies beyond the waivers provided in section 768.28 of the Florida Statutes.

- b. This provision relating to liability is separate and apart from, and is no way limited by, any insurance provided by the University pursuant to this Agreement.

7. NOTICES

- a. All notices to the County shall be delivered either by hand (receipt of delivery required), or by certified mail to: *{insert address}*, with a copy to: County Attorney, 500 San Sebastian View, St. Augustine, Florida 32084.
- b. All notices to the University shall be delivered either by hand (receipt of delivery required), or by certified mail to: *{insert contact/address}*, with a copy to: *{insert contact/address}*.
- c. All other correspondence, not classified as notices, may be delivered, disseminated and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing or text messaging.

8. RECORDS

- a. Records Maintenance. The University shall maintain adequate records and supporting documentation applicable to this Agreement. Such records shall be retained by the University for a minimum of five (5) years from the date of expiration or termination of this Agreement.
- b. Right to Audit. At reasonable times and places, the County and its authorized agents shall have the right to audit, inspect and copy all such records as often as the County deems necessary for the duration of this Agreement and the period of five (5) years thereafter. Upon notice by the County of any such audit, the University shall be provided a reasonable period of time to identify, collect and produce all records requested by the County.
- c. Public Records. The access to, disclosure, non-disclosure or exemption of records, data, documents and/or other materials related to this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable local, state or federal law governing the disclosure of public information. Access to such public record may not be blocked, thwarted and/or hindered by placing the public records in the possession of a third or unaffiliated party.

9. MISCELLANEOUS

- a. This Agreement supersedes any prior oral or written understanding between the parties, and shall not be amended or modified in any manner except by written instrument, properly executed by authorized representatives of each party.
- b. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

- c. **Binding Effect.** The terms, covenants, conditions and provisions of this AGREEMENT shall bind and inure to the benefit of the COUNTY and UNIVERSITY and their respective legal representatives, successors, and assigns.
- d. **Nondiscrimination.** The COUNTY and UNIVERSITY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The County and the University agree to comply with all local, state and federal rules, regulations and laws.
- e. **Covenant of No Interest.** The County and the University covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this AGREEMENT, and that the only interest of each is to perform and receive benefits as recited in this Agreement.
- f. **Code of Ethics.** Each party hereto agrees that its officers and employees will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
- g. **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and University agree that neither the County nor the University or any agent, officer or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to or superior to the community in general or for the purposes contemplated in this Agreement.
- h. **No delay or failure by either party to exercise any right or enforce any provisions contained in this Agreement shall be considered a waiver thereof.**
- i. **Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder as a result of any acts of God; force majeure; unforeseen condition, circumstances or event; governmentally imposed moratorium, law or regulation; or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such event, condition or moratorium.**
- j. **If any provision contained in this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.**
- k. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section heading are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement. This

Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association or joint venture between the County and the University.

- I. Execution in Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this AGREEMENT by signing any such counterpart.

- m. Authority to Execute. Each party covenants to the other that it has the authority to enter into this Agreement and has authorized the execution of this Agreement by the undersigned.

IN WITNESS WHEREOF, the County and the University have executed this Agreement as to the day and year first written above.

COUNTY
{insert signature block}

UNIVERSITY
{insert signature block}