MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STUART AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

The City of Stuart (CITY) is entering into an agreement of understanding with the University of Florida Board of Trustees (UNIVERSITY) on this day of 29 of January, 2019 to support UF/IFAS Extension Florida Friendly Landscaping (FFL) programs in the City of Stuart.

SECTION I. PURPOSE

The CITY desires to fund UF/IFAS Extension programs related to FFL, including My Martin Yard (MMY), community/youth gardening, and commercial landscaping workshops to educate its residents, businesses, civic associations, municipal staff and others about the principles of Florida Friendly Landscaping, proper fertilizer use and irrigation best management practices. Implementation of the program will provide usable information to participants to help reduce nutrient discharges to the St. Lucie River and Indian River Lagoon and provide the City with credit from the Florida Department of Environmental Protection toward compliance with the St. Lucie River and Indian River Lagoon Basin Management Action Plan. The UNIVERSITY has established Florida Friendly Landscaping programs consisting of workshops and post-workshop site visits that focus on these issues. This Memorandum of Understanding establishes an agreement between the CITY and UNIVERSITY to implement FFL Programs in the City and outlines the contributions, duties and responsibilities of the CITY and UNIVERSITY to implement the programs.

SECTION II. FLORIDA FRIENDLY LANDSCAPINGPROGRAM DESCRIPTION

The Florida Friendly Landscaping Program is an educational program consisting of workshops and post-workshop site visits to educate participants about the nine principles of Florida Friendly Landscaping (right plant/right place; water efficiently; fertilize appropriately; mulch; attract wildlife; manage your pests responsibly; recycle; reduce storm water runoff; and protect the waterfront).

The My Martin Yard Program (MMY) is a UF/IFAS EXTENSION program tailored for Martin County to educate participants, primarily residential homeowners, about local issues including maintaining a healthy lawn while complying with applicable fertilizer ordinances, and best management practices for fertilizer and irrigation. Participants will learn how to calibrate and correctly use a fertilizer spreader, calculate the correct amount of fertilizer, how to accurately set an irrigation clock, and how to calibrate an irrigation system. The combined program offers comprehensive information for participants to establish and maintain Florida friendly landscaping in accordance with local conditions and ordinances.

Martin County Extension staff will conduct up to six (6) workshops per calendar year beginning in October 2018 and ending in March 2020. UF/IFAS Extension Martin County staff will conduct post-workshop site visits as requested by workshop participants.

Martin County Extension will partner with the City of Stuart for the Turf Replacement Rebate Program by providing support through education and site visits for the participants. This will include information on proper plant selection and maintenance to create a water-efficient landscape. Number of educational events and site visits will depend on the number of participants in the program.

The City of Stuart maintains community/youth gardens, including a garden on Church Street, and seeks assistance from UF/IFAS Extension in educating garden participants on FFL principles, through educational site visits.

UF/IFAS Extension Martin County staff will conduct up to six (6) site visits per calendar year beginning in October 2018 and ending in March 2020.

The annual Protecting Florida's Resources Best Management Practices workshop educates municipal employees, commercial landscapers, and others on FFL principles. Workshops are held weekly throughout the summer. UF/IFAS Extension Martin County staff will conduct up to seven (7) workshops per calendar year beginning in October 2018 and ending in March 2020.

Program information, workshops, and site visits will be tailored to provide usable information about the FFL program and CITY specific conservation and environmental compliance goals and requirements for the following attendants:

1. Residents living along the St. Lucie River and Indian River Lagoon shoreline
2. Residents not living along the St. Lucie River and Indian River Lagoon shoreline
3. Homeowner Associations
4. Civic Associations
5. Municipal employees including planning, environmental or water quality, landscape maintenance and contracting/purchasing staff
6. Commissions and Committees
7. Professionals who plan and maintain Florida-friendly landscapes including builders and developers. landscape architects, landscape and irrigation contractors, and landscape maintenance professionals:
8. Irrigation industry workers and those wanting to earn the FDEP Green Industry BMP certification.

SECTION III. DUTIES AND RESPONSIBILITIES

University:

1. Identify and designate specific staff to serve as points of contact regarding the Florida Friendly Landscaping/My Martin Yard (FFL/MMY), Community/Youth Gardening, and Protecting Florida's Resources programs with the CITY.
2. Conduct up to six (6) MMY workshops, seven (7) Protecting Florida's Resources workshops, and six (6) Community/Youth Gardening educational site visits per calendar year beginning October 1, 2018 and ending March 31, 2020.
3. Work in collaboration with other University of Florida Agents to support FFL Best Management Practice programs.
4. Provide staff with expertise in the FFL program to run the workshops as they are scheduled.
5. In cooperation with CITY, establish schedule of workshops, target audiences for each, and publicity strategy.
6. Advertise and market the workshops on the UF/IFAS Extension Martin County website.
7. Handle registration for the workshops and post-workshop site visits.
8. Provide all written and presentation materials for the workshops at no cost to the participants.
9. Provide CITY with quarterly impact report detailing the number of workshops conducted, number of participants, increase in knowledge metric (results of before and after survey), annual reductions of nitrogen and phosphorus, and surveys and evaluation forms from participants.

City of Stuart Agrees to:

1. Identify and designate a specific staff person to serve as the point of contact regarding the Florida Friendly Landscaping program.

2. Coordinate room space and meeting locations to accommodate FFL workshops that will hold at least 20 participants per workshop.
3. In cooperation with UNIVERSITY establish schedule of workshops, target audiences for each, and publicity.
4. Advertise and market the workshops using appropriate methods such as mail outs, advertisements in local publications and the CITY website.
5. Provide funding to supplement staff salaries, programming, professional development, and materials/supplies.

SECTION IV. FUNDING AND PAYMENTS

1. The CITY will fund UNIVERSITY in the amount of $28,000. UNIVERSITY shall submit quarterly invoices to the CITY. CITY payment due dates will be no later than 45 days after the receipt of UNIVERSITY invoices.
2. It is expressly understood that this agreement is subject to annual appropriation of funds by the CITY, and shall not be construed as a pledge of the taxing power or full faith and credit of the CITY. Proposed budget will be submitted annually to the CITY for review and approval.
3. UNIVERSITY will not charge Facilities and Administrative costs to the CITY.
4. Invoices submitted by UNIVERSITY to the CITY should be sent directly to the following address on record at UNIVERSITY. The address as of the date of this AGREEMENT is:

City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

SECTION V. NOTICES

This Memorandum of Understanding may be amended by written agreement of the CITY and UNIVERSITY subject to duly designated staff: Council or Board. Formal notices under the terms of this agreement shall be sent by U.S. mail as follows:

UF/IFAS Extension:
Jennifer Pelham
2614 SE Dixie Hwy
Stuart, FL 34996
Office: (772) 288-5654
Fax: (772) 288-4354

City of Stuart:
Mr. David Dyess
121 SW Flagler Ave
Stuart, FL 34994
Office: (772) 288-5312
Fax: (772) 288-5316

And copied to:
University of Florida
Division of Sponsored Programs
207 Grinter Hall, P.O. Box 115500
Gainesville, FL 32611-5500

And copied to:
University of Florida
IFAS Extension Administration
1062 McCarty Hall D, P.O. Box 110220
Gainesville, FL 32611-0220

Entity accepting proposal amendment must respond within (30) thirty days to ensure no major delays in the project.

SECTION VI. TERM OF AGREEMENT
This contract shall begin on January 1, 2017 and end on September 30, 2018.

SECTION VII. AMENDMENTS
Any revisions or changes to this Agreement will require written approval by both parties.

SECTION VIII. TERMINATION
This Agreement may be terminated by either party with a (1) one year notice with or without cause.

SECTION X. SEVERABILITY, CONSTRUCTION AND INTERPRETATION
In the event that any section, subsection, sentence, clause or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever any such invalidity, illegality, or unenforceability shall not affect any or the other remaining articles, sections, subsections, sentences, clauses or words of this Agreement and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, sentence, clause, or word did not exist. This Agreement was mutually negotiated by all parties who have executed the same. Consequently, it is the intent of the parties that no provisions shall be more harshly construed against either party as the drafter hereof. As used in this Agreement, the plural includes the singular and the singular includes the plural. Use of one gender includes all genders. Subtitles or catch lines for articles, sections, or subsections herein are used for ease in reading this Agreement, and the subtitles or catch lines do not form a substantive part of this Agreement for purposes of interpretation. This Agreement shall be liberally interpreted to achieve its goals and purposes.

SECTION XI. DEFAULT
In the event of default by a Party to this Agreement, the other Party shall have all remedies as set forth herein and those remedies available to it under the laws of the State of Florida.

SECTION XII. GOVERNING LAW
The laws of the State of Florida shall govern the validity and interpretation of this Agreement.

SECTION XIII.VENUE
Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Martin County, Florida and any trial shall be non-jury.

SECTION XIV. ENTIRE AGREEMENT
This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the disbursement matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written regarding disbursements unless specifically incorporated into this agreement by writing.

WITNESS OUR HANDS EFFECTIVE 29 of January 2019.

Jennifer Pelham, County Extension Director
UF/IFAS Extension Martin County

Review for Legal Form

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Michael J. Mortell, City Attorney
City of Stuart

Review for content

_____

David Dyess, City Manager
City of Stuart

_____

Rebecca S.Bruner, Mayor
City of Stuart

_____

Mary Kindel, City Clerk
City of Stuart

For the University:

By: _____
University of Florida

City of Stuart
FY2018 - FY2019
Operating Expenses 10/1/2018 – 3/31/2020
1/29/2019

Payment Schedule

Date	**Amount**
February 10, 2019	$8,000
April 10, 2019	$4,000
July 10, 2019	$4,000
October 10, 2019	$4,000
January 10, 2020	$4,000
April 10, 2020	$4,000
TOTAL	$28,000

Please remit invoices to:

City of Stuart
City Manager
121 SW Flagler Avenue
Stuart, FL 34994