

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

The **City of Stuart, Florida** (CITY) is entering into this Memorandum of Understanding with the **University of Florida Board of Trustees** (UNIVERSITY) on this 27th day of March, 2017 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, but not limited to the following programs:

My Martin Yard (MMY)
Community/Youth Gardening; and
Commercial Landscaping Workshops

All programs are designed to educate CITY residents, businesses, civic organizations, 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 useful 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 (BMAP). 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 the 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 LANDSCAPING PROGRAMS 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 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 on a periodic basis, beginning in 2017 and ending in September 2018. UF/IFAS Extension Martin County staff will conduct post-workshop site visits as requested by workshop participants.

The CITY maintains community/youth gardens, such as the one currently located at Church Street and Tarpon Avenue, 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 2017 and ending in September 2018, with sufficient notice to the CITY, so that the CITY can properly prepare and advertise the events.

The annual Protecting Florida's Resources Best Management Practices workshop educates CITY employees, and other public 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 2017 and ending in September 2018.

Program information, workshops, and site visits will be tailored to provide useful 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 and Condominium Associations
4. Civic Associations
5. Municipal employees including planning, environmental or water quality, landscape maintenance and contracting/purchasing staff
6. Landscape Professionals who plan and maintain Florida-friendly landscapes including builders and developers, landscape architects, landscape and irrigation contractors, and landscape maintenance professionals:
7. Irrigation industry workers, and others wanting to earn the FDEP Green Industry BMP certification.

SECTION III. DUTIES AND RESPONSIBILITIES

The UNIVERSITY shall be responsible to:

1. Identify and designate specific staff members 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. Work in collaboration with other University of Florida Agents to support FFL Best Management Practice programs.
3. Provide staff with expertise in the FFL program to run the workshops as they are scheduled. Conduct workshops as required herein.
4. In cooperation with CITY, establish a schedule of workshops, target audiences for each, and publicity strategy.
5. Advertise and market the workshops on the UF/IFAS Extension Martin County website.
6. Handle registration for the workshops and post-workshop site visits.
7. Provide all written and presentation materials for the workshops at no cost to the participants.
8. 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), and surveys and evaluation forms from participants.
9. Provide an annual report for annual reductions of nitrogen and phosphorus.

The CITY shall be responsible to:

1. Identify and designate one or more specific City staff person(s) to serve as the point of contact regarding the Florida Friendly Landscaping program.
2. Coordinate room space and meeting locations to accommodate FFL workshops which will have at least 20 participants per workshop.
3. In cooperation with UNIVERSITY, establish a schedule of workshops, and 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, and social media outlets.
5. Provide funding as provided below, designed to supplement staff salaries, programming, professional development, and materials and supplies.

SECTION IV. FUNDING AND PAYMENTS

1. The CITY will fund UNIVERSITY in the amount of **\$28,000.00** during the term of this MOU. UNIVERSITY shall submit quarterly invoices to the CITY in accordance with the

schedule in Exhibit A, below. CITY shall make its required payments no later than 30 days after the receipt of UNIVERSITY invoices.

2. It is expressly understood that this MOU 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
ATTN: Accounts Payable
121 SW Flagler Ave
Stuart, FL 34994

SECTION V. NOTICES

Formal notices under the terms of this agreement shall be sent by U.S. mail as follows:

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

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

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

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

SECTION VI. TERM OF AGREEMENT

This agreement shall begin on January 1, 2017 and end on September 30, 2018.

SECTION VII. AMENDMENTS

This Memorandum of Understanding may only be amended by written agreement of the CITY and UNIVERSITY. Amendment's to this agreement should be fully executed within 30 days.

SECTION VIII. TERMINATION

This Agreement may be terminated by either party with six (6) months' written notice to the non-terminating party, 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.

This MOU is signed by the following individuals on behalf of their respective entities, with full authority to do so, and intending to be bound by the terms, conditions, and agreements herein, as of the beginning of the Term, expressed in Section VI.

For the UNIVERSITY:

By: _____
University of Florida

Martin County Extension Representative

For the CITY:

Attest:

Cherie White, City Clerk

Tom Campenni, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Michael J. Mortell, City Attorney

EXHIBIT A
City of Stuart
FY2017 - FY2018
Operating Expenses 1/1/2017 – 9/30/2018

Payment Schedule:

Date	Amount
April 10, 2017	\$4,000
July 10, 2017	\$4,000
October 10, 2017	\$4,000
January 10, 2018	\$4,000
April 10, 2018	\$4,000
July 10, 2018	\$4,000
October 10, 2018	\$4,000
TOTAL	\$28,000

Please remit invoices to:

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