

**AGREEMENT BETWEEN BROWARD COUNTY AND UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES, FOR EXTENSION SERVICES**

This Agreement ("Agreement") is made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida ("COUNTY"), and UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida ("UNIVERSITY"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, pursuant to the Smith-Lever Act of May 8, 1914, and Section 1004.37, Florida Statutes, the Florida Cooperative Extension Service was established as an integral part of UNIVERSITY's Institute of Food and Agricultural Sciences (UF/IFAS) for the purpose of disseminating research-based educational information from UNIVERSITY to the public on subjects including, but not limited to, agriculture, aquaculture, family and consumer sciences, 4-H youth development, environmental horticulture, natural resources, Florida Sea Grants, and energy; and

WHEREAS, the Florida Cooperative Extension Service disseminates such research-based education information to the public through UF/IFAS, in partnership with Florida boards of county commissioners; and

WHEREAS, UNIVERSITY is responsible for the development, planning, and implementation of Extension Service public educational programs that meet the needs of local clientele including, but not limited to, homeowners, residents, businesses, youth, commercial industry associations, and community groups within COUNTY; and

WHEREAS, UNIVERSITY administers the Florida Cooperative Extension Service through State of Florida employees designated as Extension Services specialists, and UNIVERSITY employees designated as Extension Faculty, collectively referred to herein as ("Extension Faculty"), to perform the Extension Services described herein; and

WHEREAS, COUNTY owns a facility described herein as the Extension Education Building, and is willing to permit UNIVERSITY to utilize such building to provide the Extension Services under the terms of this Agreement for the benefit of COUNTY's residents and the general public; and

WHEREAS, COUNTY agrees to provide funding and other assistance as provided herein to support UNIVERSITY in the provision of the Extension Services described herein; and

WHEREAS, the Parties desire to enter into this Agreement to set forth each party's respective responsibilities under this Agreement related to the Extension Services to be provided by UNIVERSITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator.** The Director of COUNTY's Parks and Recreation Division, or the Division staff person designated by the Director as the administrative contact for UNIVERSITY under this Agreement.
- 1.3 **County Administrator.** The administrative head of COUNTY appointed by the Board.
- 1.4 **County Attorney.** The chief legal counsel for COUNTY appointed by the Board.
- 1.5 **County Extension Director or "CED."** The employee of UNIVERSITY responsible for the administration of the Extension Services in Broward County, and the administrative contact for the Programs described herein.
- 1.6 **District Extension Director or "DED."** The Regional Director for the Florida Cooperative Extension Service responsible for the supervision of the County Extension Director.
- 1.7 **Division.** The Broward County Parks and Recreation Division.
- 1.8 **Extension Education Building.** The COUNTY-owned building located on the Premises described herein for UNIVERSITY to provide the Extension Services under this Agreement.
- 1.9 **Extension Faculty.** The employees of UNIVERSITY responsible for providing the Extension Services including, but not limited to, research, teaching, and program management for the Programs described herein.
- 1.10 **Extension Services.** The Programs, events, and other activities described in Article 2.
- 1.11 **Extension Staff.** The employees of UNIVERSITY responsible for administrative support staff services for the Extension Services described herein.
- 1.12 **Premises.** The Extension Education Building and the parking area located at 3245 College Avenue, Davie, Florida 33314.
- 1.13 **Programs.** The various educational programs provided by UNIVERSITY for homeowners, residents, businesses, youth, commercial industry associations, and community groups as part of the Extension Services provided under this Agreement.
- 1.14 **Subcontractor.** A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof approved by COUNTY to provide any of

the Extension Services for UNIVERSITY under this Agreement. The term Subcontractor excludes any independent contractors/vendors who come onto the Premises to make deliveries of any goods for, or relating to, the Extension Services, or such persons who collaborate with Extension Education Faculty to provide any portion of the Programs under the Extension Services for adults.

ARTICLE 2. USE OF COUNTY PROPERTY AND SCOPE OF SERVICES

- 2.1 COUNTY hereby grants to UNIVERSITY the right, license, and privilege to utilize the Premises to provide the Extension Services in accordance with the terms of this Agreement and as outlined in Exhibit "A," Scope of Services, and Exhibit "B," Programs and Performance Measures.
- 2.2 UNIVERSITY shall not utilize the Premises for any other purpose not specifically authorized under this Agreement without the prior written consent of COUNTY.
- 2.3 The Contract Administrator and the County Extension Director shall closely cooperate in scheduling use of the auditorium located within the Extension Education Building. COUNTY shall make a written request to the County Extension Director to use the auditorium, subject to availability, which request shall not be unreasonably withheld.
- 2.4 The Premises are being made available to UNIVERSITY in an "as is" condition. COUNTY makes no representations or warranties as to the safety or suitability of the Premises for the purposes set forth herein. COUNTY shall not be responsible for any costs or obligations to UNIVERSITY relating to this Agreement, except for COUNTY's responsibilities specifically described herein. UNIVERSITY acknowledges it has or will inspect the Premises to determine if the location is safe and suitable for UNIVERSITY's intended use of same. UNIVERSITY agrees to notify the Contract Administrator of any maintenance (excluding custodial maintenance) and repair needed on the Premises during the term of this Agreement.

In the event that the Premises, or any portion thereof, is damaged by any casualty and in COUNTY's reasonable opinion the Premises, or any damaged portion thereof, is unsafe for use by UNIVERSITY and the public, COUNTY shall provide UNIVERSITY with an alternate work space(s) for Extension Faculty and Extension Staff to provide the Extension Services under this Agreement. In such an event, COUNTY will request funding from the Board, as part of its annual capital improvements program, for the Division to restore or replace the existing damaged Premises, or any portions thereof, as needed, for UNIVERSITY to relocate back to such premises. Any relocation of the Extension Services, or any part thereof, to an alternate work space(s) shall be approved by an amendment to this Agreement in accordance with Section 12.14. The County Administrator is authorized to execute an amendment to this Agreement for any relocation to an alternate work space(s) deemed necessary due to damage to the Premises, or any portion thereof.

- 2.5 In the event that COUNTY determines it is necessary or is required by any governmental authority with jurisdiction to close the Extension Education Building, or any portion thereof, COUNTY will notify UNIVERSITY of such needed closure and work closely with UNIVERSITY towards an orderly process for closure under the circumstances. COUNTY shall not be held responsible for any lost revenue or loss of use of the Premises or reductions in programming resulting from any change in hours of operations or use of the Extension Education Building necessitated by any such closure.
- 2.6 UNIVERSITY shall be responsible for informing the Contract Administrator of any and all injuries or damage to any persons, or to any real or personal property on the Premises during the term of this Agreement (ordinary wear and tear excepted).
- 2.7 UNIVERSITY shall repair any and all damage to the Premises caused by UNIVERSITY, its employees, agents, Subcontractors, patrons and invitees (ordinary wear and tear excepted), or COUNTY, at its sole option, may repair and bill UNIVERSITY for all of its expenses incurred in repairing such damage, and UNIVERSITY shall repay COUNTY with thirty (30) days of receipt of the invoice.
- 2.8 Subject to UNIVERSITY's compliance with the terms of this Agreement and any applicable statutes, ordinances, and rules and regulations, COUNTY represents and warrants that during the Agreement Term as described in Article 3, UNIVERSITY, its officers, employees, agents, patrons, invitees, suppliers of services, and furnishers of materials, shall have right of ingress and egress to and from the Premises to provide the Extension Services under this Agreement. Nonexclusive parking is available for UNIVERSITY, its officers, employees, agents, patrons, invitees, suppliers of services, and furnishers of materials.
- 2.9 COUNTY and its authorized agents shall have the right to enter upon the Premises at all times to inspect such premises to determine if UNIVERSITY is in compliance with the terms of this Agreement, as further described in Article 8.
- 2.10 UNIVERSITY acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall commence following the complete execution of this Agreement by the Parties ("Effective Date"), and shall continue through September 30, 2022 ("Initial Term"), unless terminated earlier or extended as provided for herein. The continuation of this Agreement beyond the end of any COUNTY fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and the approval by COUNTY of an annual budget request submitted by UNIVERSITY for the applicable COUNTY fiscal year under this Agreement, as described in Article 4. The Parties acknowledge the initial period under this Agreement following the Effective Date is

not a full COUNTY fiscal year; however, subsequent periods under the Initial Term of this Agreement shall be consistent with COUNTY fiscal years.

- 3.2 This Agreement may be renewed by the Parties for up to three (3) additional terms of five (5) years each ("Renewal Term(s)"), upon terms and conditions mutually agreed upon by the Parties, unless either party provides the other party with written notice of its intent not to renew at least twelve (12) months prior to the end of the then current term. Any renewal of this Agreement is subject to COUNTY determining that UNIVERSITY has satisfactorily performed its obligations under this Agreement, and shall be in the form of an amendment in accordance with Section 12.14, Amendments, prior to the expiration of the then current term. The Initial Term and any Renewal Term(s), if exercised under this Agreement, shall be collectively referred to as the "Agreement Term."

ARTICLE 4. FUNDING AND PAYMENTS

- 4.1 COUNTY will pay UNIVERSITY a lump sum amount of Five Hundred Eighty Thousand Seventy Dollars (\$580,070) for the period under the Initial Term commencing on the Effective Date of this Agreement through September 30, 2018, in the manner provided in Section 4.2. Funding for each subsequent COUNTY fiscal year under the Initial Term shall be determined and provided to UNIVERSITY in accordance with Section 4.2. Such funds shall be used by UNIVERSITY in support of salary, fringe benefits, and other operational expenses for the Extension Services to be provided by UNIVERSITY under this Agreement. In addition, COUNTY will transfer to UNIVERSITY, within fourteen (14) days of the Effective Date this Agreement, the balance of the Master Gardener Training Program course and deposit fees, estimated at approximately Fifty-eight Thousand Dollars (\$58,000), minus any applicable refunds of deposit fees for completion of the program.
- 4.2 COUNTY will make payment to UNIVERSITY within thirty (30) days after the Effective Date of this Agreement as provided in Section 3.1. Thereafter, COUNTY will make payment to UNIVERSITY within thirty (30) days after each subsequent COUNTY fiscal year, subject to, and to the extent of, the following: (i) COUNTY's approval of the budget request submitted by UNIVERSITY for such fiscal year, (ii) the Board's approval of COUNTY's annual budget, and (iii) UNIVERSITY and the Contract Administrator mutually agreeing upon the Programs and performance measures for such fiscal year, which shall be incorporated annually by reference into Exhibit "B," Programs and Performance Measures, of this Agreement. UNIVERSITY shall submit to COUNTY on or before March 1 of each COUNTY fiscal year under this Agreement, a budget request for funding to support the Extension Services to be provided by UNIVERSITY. UNIVERSITY acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon COUNTY's obligation to compensate UNIVERSITY under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon UNIVERSITY's obligation to perform as required herein. Unless

otherwise expressly stated in this Agreement, UNIVERSITY shall not be reimbursed for any expenses it incurs under this Agreement.

- 4.3 UNIVERSITY shall expend all funds received from COUNTY under this Agreement only on expenses directly related to the provision of the Extension Services. Any unexpended funds provided by COUNTY to UNIVERSITY for the Initial Period of this Agreement or any fiscal year thereafter shall be rolled over into the funding for the next fiscal year, and shall be in addition to UNIVERSITY's annual budget request submitted to COUNTY for the provision of the Extension Services under this Agreement. UNIVERSITY shall be required to maintain specific accounts and records of expenses incurred with funding received from COUNTY, and shall promptly share such records with COUNTY upon request.
- 4.4 Payment shall be made to UNIVERSITY at the address designated in the Notices section under Section 12.6.
- 4.5 If any auditor employed by COUNTY determines that monies paid by COUNTY to UNIVERSITY pursuant to this Agreement were expended for purposes not authorized under this Agreement, UNIVERSITY shall, within thirty (30) days of receipt of written notice from COUNTY of such a determination, repay such monies together with interest calculated in accordance with Section 55.03, Florida Statutes, accruing from the date the monies were paid to UNIVERSITY.

ARTICLE 5. LIABILITY

- 5.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees when acting within the scope of their agency or employment, to the extent permitted by law.
- 5.2 COUNTY shall not be liable for any damage or injury which may be sustained by any person(s) resulting from any of the Extension Services provided by UNIVERSITY under this Agreement. UNIVERSITY shall not be liable for any damage or injury which may be sustained by any person(s) resulting from any of COUNTY's activities or operations under this Agreement.

ARTICLE 6. INSURANCE

- 6.1 The Parties are governmental entities subject to Section 768.28, Florida Statutes, and each party shall furnish the other party, upon request, with written verification of liability protection in accordance with state law prior to final execution of this Agreement. The acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall this

Agreement or any contract entered into by COUNTY be required to contain any provision for waiver.

- 6.2 In the event UNIVERSITY contracts with a Subcontractor approved by COUNTY to perform any of the Extension Services under this Agreement, UNIVERSITY shall require each Subcontractor, at a minimum, to maintain in full force and effect, at no cost to COUNTY during the term of this Agreement, insurance of the types and amounts provided in Exhibit "C," Insurance Requirements Form, attached hereto, and shall require that the Subcontractor name Broward County as an "Additional Insured" on the Subcontractor's Commercial General Liability policy.

ARTICLE 7. TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by either party as provided in Section 7.3. Notwithstanding any provision to the contrary under this Agreement, the continuation of this Agreement beyond the end of any COUNTY fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. In the event such funding ceases, COUNTY will provide written notice to UNIVERSITY at the address provided for Notice in Section 12.6, and this Agreement shall automatically terminate at the end of the then current COUNTY fiscal year, or sixty (60) days after such notice provided by COUNTY, whichever comes later.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, UNIVERSITY's repeated (whether negligent or intentional) failure to suitably perform the Extension Services, or failure to continuously perform the Extension Services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 7.3 This Agreement may be terminated for convenience by either party by providing twelve (12) months prior written notice to the other party at the address provided for Notice in Section 12.6. Termination for convenience by COUNTY shall be by the Board, which shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than twelve (12) months after the date of such written notice.
- 7.4 This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 7.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or

welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

7.6 Upon the expiration or earlier termination of this Agreement as provided herein, the following shall occur:

7.6.1 UNIVERSITY shall reimburse COUNTY any funds provided under this Agreement for the applicable COUNTY fiscal year that have not been expended or committed by UNIVERSITY in accordance with terms of this Agreement.

7.6.2 All items of personal property acquired by UNIVERSITY with funds provided by COUNTY under this Agreement which cost One Thousand Dollars (\$1,000) or more shall become COUNTY property upon the expiration or earlier termination of this Agreement, and UNIVERSITY shall leave such personal property on the Premises. The transfer of such personal property from UNIVERSITY to COUNTY shall be in accordance with all applicable COUNTY policies and procedures.

7.6.3 UNIVERSITY shall vacate the Premises within thirty (30) calendar days of the effective date of such expiration or earlier termination of this Agreement. Such Premises shall be left in good order and repair, neat, and clean. UNIVERSITY shall remove all of its personal property, materials, and supplies (collectively referred to as "personal property"), not included under Section 7.6.2 above, or not funded by COUNTY under this Agreement within such thirty (30) calendar days. In the event UNIVERSITY does not remove such personal property, following written notice by COUNTY providing not less than fourteen (14) calendar days' notice, COUNTY may dispose of such property in a manner it deems appropriate, in its sole discretion, without any recompense to UNIVERSITY. UNIVERSITY shall be liable for any damages or costs incurred by COUNTY resulting or arising from any of UNIVERSITY's personal property being left on the Premises after the time period for removal has expired.

ARTICLE 8. INSPECTION BY COUNTY

Except for any emergency inspections determined to be necessary by COUNTY, the Contract Administrator or the Contract Administrator's designee shall have the authority upon at least two (2) business days' prior written notice to UNIVERSITY, to make periodic reasonable inspections of the Premises, personal property purchased with COUNTY funds, and operations during normal operating hours to determine if such Premises, personal property, and operations are being maintained in a neat and orderly condition, or to determine whether UNIVERSITY is operating in compliance with the terms of this Agreement. All inspections shall be conducted in a manner so as not to interfere with the operation of the Extension Services. The Contract Administrator or the Contract Administrator's designee may inform the County Extension Director of any noncompliance with the terms of this Agreement, and UNIVERSITY shall take whatever action(s) are

necessary to come into compliance. UNIVERSITY acknowledges and agrees that the City of Davie, and its respective regulatory agents, shall have the right to enter upon the Premises at any reasonable time to determine if UNIVERSITY is in compliance with any City ordinances or rules and regulations governing the Extension Services to be provided under this Agreement.

ARTICLE 9. EMERGENCY REPAIRS BY COUNTY

COUNTY shall have the absolute right to make any emergency repairs deemed necessary by COUNTY to the Premises free from any and all liability to UNIVERSITY for damages of any nature whatsoever during the making of such emergency repairs, except for such damage caused by the sole negligence or intentional misconduct of COUNTY. The Contract Administrator or the Contract Administrator's designee shall provide UNIVERSITY with reasonable advance notice depending on the circumstances at the time of the emergency.

ARTICLE 10. CRIMINAL BACKGROUND SCREENING

- 10.1 UNIVERSITY shall conduct criminal background screening on its officers, agents, employees, volunteers, and Subcontractors who will be providing any of the Extension Services under this Agreement prior to the performance of any such services. Such screening shall be in accordance with UNIVERSITY's background screening policies and as required by law, which, at a minimum, shall include screening to prohibit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website from providing any Extension Services under this Agreement.
- 10.2 In the event UNIVERSITY obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by UNIVERSITY to provide any of the Extension Services under this Agreement, UNIVERSITY shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by UNIVERSITY based on the requirements of this section, UNIVERSITY shall immediately cease allowing the person to provide any of the Extension Services. Additionally, UNIVERSITY shall be required to inform all persons who have been background screened, pursuant to this section and who are providing any of the Extension Services under this Agreement, to notify UNIVERSITY within twenty-four (24) hours of any arrest related to violence or sexual misconduct which has occurred after the person was deemed eligible to provide such services.
- 10.3 COUNTY may terminate this Agreement immediately for cause, with notice provided to UNIVERSITY in accordance with the "Notices" section of this Agreement, for a violation related to UNIVERSITY's failure to comply with the

required background screening requirements on any person who will be providing any of the Extension Services under this Agreement. UNIVERSITY will not be subject to immediate termination in the event COUNTY determines a violation of this section was outside the reasonable control of UNIVERSITY, and UNIVERSITY has demonstrated to COUNTY compliance with the requirements of this section.

ARTICLE 11. NONDISCRIMINATION

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

ARTICLE 12. MISCELLANEOUS

- 12.1 RIGHTS IN DOCUMENTS AND WORK. UNIVERSITY shall furnish COUNTY with copies of any documents or data created by UNIVERSITY as part of the Extension Services, upon request of COUNTY. If a copyright is registered, UNIVERSITY grants permission to COUNTY to use the copyrighted item(s) in part or in full for educational purposes, and to make and distribute copies to the public, provided that credit is given to UNIVERSITY. UNIVERSITY shall ensure that the requirements of this section are included in all agreements with COUNTY-approved Subcontractor(s).
- 12.2 PUBLIC RECORDS. The Parties shall comply with their respective obligations under the provisions of the Florida Public Records Law, Chapter 119, Florida Statutes.
- 12.3 AUDIT RIGHTS, AND RETENTION OF RECORDS. COUNTY shall have the right to audit the books, records, and accounts of UNIVERSITY and its Subcontractors that are related to this Agreement. UNIVERSITY and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of UNIVERSITY and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, UNIVERSITY or its Subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

UNIVERSITY shall preserve and make available, at reasonable times within Broward County for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. COUNTY audits and inspections pursuant to this section may be performed by any COUNTY representative (including any outside representative engaged by COUNTY). COUNTY reserves the right to conduct such audit or review at

UNIVERSITY's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry. UNIVERSITY shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

- 12.4 INDEPENDENT CONTRACTORS. The Parties are independent contractors under this Agreement. In providing any of the Extension Services under this Agreement, neither party nor its agents shall act as officers, employees, or agents of the other party. Neither party shall have the right to bind the other party to any obligation not expressly undertaken by that party under this Agreement.
- 12.5 THIRD PARTY BENEFICIARIES. Neither UNIVERSITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 12.6 NOTICES. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Director, Broward County Parks and Recreation Division
950 NW 38th Street
Oakland Park, Florida 33309
Email address: danwest@broward.org

FOR UNIVERSITY:

University of Florida
Division of Sponsored Research
207 Grinter Hall, P.O. Box 115500
Gainesville, Florida 32611-5500
Email address: ufawards@ufl.edu

With a copy to:

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

- 12.7 ASSIGNMENT AND PERFORMANCE. Except for subcontracting approved in writing by COUNTY at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by UNIVERSITY without the prior written consent of COUNTY. If UNIVERSITY violates this provision, COUNTY shall have the right to immediately terminate this Agreement. UNIVERSITY represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. UNIVERSITY agrees that the Extension Services shall be performed in a skillful and respectful manner.
- 12.8 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 12.9 COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 12.10 SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 12.11 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.
- 12.12 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through

12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

- 12.13 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, UNIVERSITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 12.14 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and UNIVERSITY or others delegated authority or otherwise authorized to execute same on their behalf.
- 12.15 PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 12.16 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 12.17 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
- 12.18 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which

shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

- 12.19 FINANCIAL STATEMENTS AND MANAGEMENT LETTERS. UNIVERSITY shall provide a copy of UNIVERSITY's audited financial statements and any applicable management letter(s) as well as UNIVERSITY's response to any management letter(s). The audit of the financial statements shall be prepared by an independent certified public accountant at UNIVERSITY's expense in accordance with generally accepted accounting principles for the fiscal year COUNTY funds are received and for each subsequent fiscal year until such time as all of COUNTY funds are expended.

UNIVERSITY shall provide to Contract Administrator copies of a financial report showing all line-item expenses and revenues by source, detailing each category of expenses and revenue received for the Extension Services being funded by this Agreement. The report shall specifically disclose any funds received which were not expended in accordance with this Agreement or with any regulations incorporated by reference therein. It shall identify the total of noncompliant expenditures as due back to COUNTY. If the financial report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the financial report is prepared by an internal auditor, it shall be as nearly in accordance with generally accepted auditing standards as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. The financial report is to be filed by UNIVERSITY with its governing body.

UNIVERSITY shall submit the documents required by this section to the Contract Administrator within Two Hundred Twenty (220) days after the close of UNIVERSITY's fiscal year in which UNIVERSITY receives funds under this Agreement, unless otherwise approved by the Contract Administrator in writing.

- 12.20 PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and any applicable rules and regulations, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of each party's respective officers, agents, or employees when performing their respective duties under this Agreement within the jurisdictional boundaries of COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the jurisdictional boundaries of COUNTY.

- 12.21 NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent, or employee of COUNTY or UNIVERSITY in his or her individual capacity, and no member, officer, agent, or employee of COUNTY or UNIVERSITY shall be subject to any personal liability or accountability by reason of the execution of this Agreement.

- 12.22 BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.
- 12.23 COVENANT OF NO INTEREST. Neither party 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 party is to perform and receive benefits as set forth in this Agreement.
- 12.24 USE OF COUNTY LOGO. UNIVERSITY shall not use COUNTY's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of the Contract Administrator. The Contract Administrator for COUNTY and the County Extension Director for UNIVERSITY may agree in writing to specific marketing and publicity materials for the Extension Services and Programs which will not require the prior written consent of the Contract Administrator each time UNIVERSITY elects to include COUNTY's name, logo, or otherwise refer to this Agreement in such materials.

[The remainder of the page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 7 day of November, 2017, and UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, signing by and through its Assistant Director, duly authorized to execute same.

COUNTY

ATTEST:

Burtha H
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: [Signature]
7 day of November 2017

Insurance requirements approved by
Broward County
Risk Management Division:

By: Tim Crowley
Name: Tim Crowley
Title: Property Specialist

Approved as to form by
Andrews J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: Patrice M. Eichen 10/31/17
Patrice M. Eichen (Date)
Assistant County Attorney

By: Sharon V. Thorsen 11/1/17
Sharon V. Thorsen (Date)
Senior Assistant County Attorney



**AGREEMENT BETWEEN BROWARD COUNTY AND UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES, FOR EXTENSION SERVICES**

UNIVERSITY

WITNESSES:

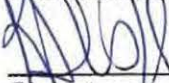
UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES



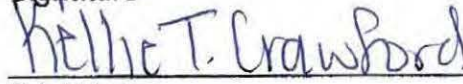
Signature



Print Name



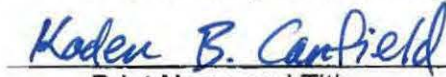
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

Print Name

By: 

Division of Sponsored Program



Print Name and Title

 day of , 2017

EXHIBITS:

- A: SCOPE OF SERVICES
- B: PROGRAMS AND PERFORMANCE MEASURES
- C: INSURANCE REQUIREMENTS

EXHIBIT "A"

SCOPE OF SERVICES

The responsibilities of COUNTY and UNIVERSITY relating to the Extension Services provided under the Agreement shall be as follows:

I. Responsibilities of UNIVERSITY.

A. Extension Faculty and Extension Staff. UNIVERSITY shall:

1. Establish minimum employment requirements and qualifications for Extension Faculty and Extension Staff.
2. Recruit, interview, screen, and recommend Extension Faculty candidates to COUNTY, in writing, as needed for employment by UNIVERSITY in accordance with Section 1004.37(3), Florida Statutes, and the terms of the Agreement. Hire Extension Faculty following COUNTY approval of such candidates. Recruit, interview, screen, and hire Extension Staff, as needed, in accordance with the terms of the Agreement.
3. Establish the total amount of the starting base salaries of Extension Faculty and Extension Staff, subject to I(B) below. UNIVERSITY shall, as part of its annual budget request submitted to COUNTY for partial funding of the Programs in COUNTY, identify the cost of Extension Faculty and Extension Staff salaries and benefits' costs. The annual funding request shall also include an annual report highlighting the Programs, services, and achievements for the Extension Services during the past year.
4. Pay UNIVERSITY's proportionate share of the funding for salaries and fringe benefits of Extension Faculty and Extension Staff.

B. UNIVERSITY's employees. UNIVERSITY has offered employment to the current COUNTY employees listed below in this section for positions within UNIVERSITY to provide the Extension Services under the Agreement at a comparable rank, salary or wage, and benefits, as applicable, for a minimum of one (1) year from the Effective Date of the Agreement, contingent upon such individuals remaining in good standing with UNIVERSITY's personnel policies including, but not limited to, satisfactory performance reviews in accordance with the personnel management plan described in Section I(C)(7) below. Employment with UNIVERSITY for those individuals listed below in this section shall occur simultaneously on the Effective Date of the Agreement.

UNIVERSITY shall be considered the employer of all Extension Faculty and Extension Staff. As the employer, UNIVERSITY has the sole power and

responsibility to supervise, manage, and fire these employees, and to establish personnel policies and procedures governing these employees including, but not limited to, policies designating hours of work, leave, accommodations, and other terms and conditions of employment. UNIVERSITY shall provide workers' compensation and unemployment compensation coverage, as applicable. At no cost to COUNTY, UNIVERSITY agrees for each of the individuals listed below to accept a transfer from COUNTY of accrued annual leave in an amount not to exceed Eighty (80) hours and all accrued sick leave, if any such individuals elect to exercise this option, and COUNTY provides written confirmation to UNIVERSITY of such leave balance transfers.

Jennifer Carpenter, FT Administrative Assistant, 4H
 Julio Perez, FT Administrative Specialist, Urban Horticulture
 Adam Pitcher, P-19 Administrative Specialist, Urban Horticulture
 Josh Bott, P-20 Administrative Assistant, Commercial Horticulture
 Mike Orfanedes, Extension Agent, Commercial Horticulture
 Alexandra Draper, Extension Agent, 4H

C. Management and Administration of the Extension Services. UNIVERSITY shall:

1. Through the CED, prepare and submit on or before March 1 of each COUNTY fiscal year under the Agreement following the Initial Period of the Agreement, a proposed annual budget request to COUNTY, which shall include salaries, fringe benefits, operating expenses, and equipment in support of the Programs for the Extension Services in COUNTY. The proposed annual budget request shall be reviewed by the Contract Administrator and other appropriate COUNTY staff and UNIVERSITY, and any agreed upon annual budget shall thereafter be presented to the Board for its review and approval as part of COUNTY's overall budget process prior to implementation of the Extension Services on October 1 of each year under the Agreement. As part of the annual budget process, the CED will engage in a joint planning session with the Contract Administrator. Extension Faculty shall submit to the Contract Administrator by January 15 of each year a preliminary plan for the Extension Services to be provided by UNIVERSITY for the following fiscal year. A final plan for the Extension Services shall be submitted no later than February 15 of each year under the Agreement.
2. UNIVERSITY may include in its operating expenses described in (1) above, travel allowances that include the leasing of one or more vehicles for the Extension Services to be provided by UNIVERSITY, and mileage reimbursement amounts for Extension Faculty and Extension Staff requesting mileage reimbursement for official travel in personal vehicles.

3. Provide in-service training for Extension Faculty including, but not limited to, any necessary travel associated with such training, subject to the annual budget request and COUNTY approval, if COUNTY is requested to assist with any funding for training.
4. Provide Extension Specialists (state-level Assistant, Associate, or Full Professors) of UNIVERSITY to train Extension Faculty in current technology and to assist Extension Faculty in how to conduct Programs in these areas.
5. Provide Extension Faculty with official stationery, envelopes, educational materials, and postage for the Extension Services to be provided under the Agreement, to the extent permitted under UNIVERSITY's budget for such services.
6. Commencing in year two (2) of the Agreement, maintain the UF/IFAS computer network hardware and software, network resources, and other computer and data system needs for the Extension Services. UNIVERSITY will not utilize COUNTY's computer network hardware or software, unless written prior authorization from the Contract Administrator is obtained. UNIVERSITY shall make any requests for COUNTY funding relating to any computers and related equipment through UNIVERSITY's annual budget request submitted to COUNTY. This equipment shall also include printers, copiers, and telephones. UNIVERSITY will be provided access to such UF/IFAS computer network and software including, but not limited to, the installation and maintenance of computer network resources (servers, cabling, switches, routers, and UPS), authorized domain access accounts, access to network file shares, web services, Internet connection, and data backup/retention services for disaster recovery.
7. Through the DED and the CED, develop and administer a personnel management plan for Extension Faculty (including the CED) and Extension Staff that will provide for an annual review of each person's performance under the Agreement.
8. Provide general administrative and supervisory leadership for the Program and personnel, in compliance with UNIVERSITY's personnel policies and procedures, state and federal Affirmative Action, and Equal Employment Opportunity requirements.
9. Ensure that the Programs are promoted and made available for the public.
10. On a quarterly basis, the CED will provide a report to the County Administrator or the County Administrator's designee, through the

Contract Administrator, addressing the status of the Programs and any other Extension Services provided by UNIVERSITY under the Agreement, and the performance measures to date described in Exhibit "B," Programs and Performance Measures.

- D. UNIVERSITY shall be solely responsible for the ordering and the payment of any office and custodial supplies necessary for UNIVERSITY to provide the Extension Services and for the Extension Education Building.
 - E. UNIVERSITY shall be responsible for UNIVERSITY's travel and transportation arrangements for any travel-related costs approved by COUNTY for the Extension Services as part of UNIVERSITY's annual budget request.
 - F. UNIVERSITY shall use best efforts to reduce its carbon footprint as related to this Agreement through paperwork reduction, efficient utilities usage, and similar practices.
 - G. UNIVERSITY shall maintain an updated inventory list of all items of personal property which cost One Thousand Dollars (\$1,000) or more and were purchased with any funds provided by COUNTY under this Agreement. Such inventory list shall include all items of personal property disposed of by UNIVERSITY at the end of their applicable useful life or which have been deemed by UNIVERSITY to be irreparable, and shall include such date of disposition. UNIVERSITY shall provide the updated inventory list to the Contract Administrator, upon request.
 - H. UNIVERSITY shall be responsible for the Extension Education Building's custodial maintenance including, but not limited to, cleaning offices, halls, restrooms, and kitchen, emptying trash and recyclables into the respective dumpsters, and landscape maintenance.
- II. Responsibilities of COUNTY.
- A. Extension Faculty. Pursuant to Section 1004.37(3), Florida Statutes, the Board shall review the job description and qualifications for any new or vacant Extension Faculty position candidates recommended by UNIVERSITY prior to the position being filled by UNIVERSITY. The Board shall review all recommendations submitted by UNIVERSITY through the Contract Administrator, and provide written approval or disapproval of the candidates. Any approval by the Board shall not be unreasonably withheld.
 - B. Management and Administration of the Extension Services; COUNTY funding.

COUNTY shall:

1. Review and consider each category within the annual budget requests submitted by UNIVERSITY for each COUNTY fiscal year under the Agreement following the Initial Period in accordance with the terms of the Agreement, and take action thereon as COUNTY may deem appropriate. The annual budget requests submitted by UNIVERSITY will be reviewed by the Division, and may require additional review and approval from the County Administrator and the Board. COUNTY staff will work with UNIVERSITY, as necessary, to modify UNIVERSITY's annual budget requests submitted to COUNTY for the Extension Services under the Agreement. The Division shall review UNIVERSITY's annual budget requests submitted in accordance with Section I(C)(1) above within ninety (90) calendar days of receipt from UNIVERSITY, and respond, in writing, as to the approval or disapproval of such budget. The Division and UNIVERSITY may cooperate in further discussions to consider alternative UNIVERSITY requests for budget items disapproved by the Division, so long as any follow-up requests from UNIVERSITY are made promptly and within a reasonable timeframe in order for the Division to address such requests in COUNTY's annual budget process.

Consistent with the provisions under this section and subject to the Board's approval of UNIVERSITY's annual budget request, COUNTY may provide some or all of the funding for any of the following:

Personal property, travel for Extension Faculty and Extension Staff, office and custodial supplies, and utilities' payments (electric, water, sewer, and telephone land lines) for the Extension Services Building.

- C. Provide IT technical support to UNIVERSITY for the Initial Period under the Agreement for any COUNTY computer network hardware, software, and Wi-Fi connectivity utilized under the Agreement to provide the Extension Services. After the first year, UNIVERSITY shall be responsible, at its expense for any IT technical support. Upon the Effective Date of the Agreement, UNIVERSITY is permitted to utilize all COUNTY computers, telephone hardware, and any other IT equipment ("equipment") that were being utilized by UNIVERSITY prior to the Agreement. However, UNIVERSITY shall be responsible for the cost for the purchase or leasing of any replacement equipment. UNIVERSITY may request funds for such equipment replacement as part of its annual budget request to COUNTY.
- D. COUNTY shall be responsible for all necessary maintenance of and repairs to the Premises, except for such custodial maintenance responsibilities of UNIVERSITY as provided in Section I(H) above.

III. General provisions regarding management and administration of the Extension Services:

- A. Extension Faculty and Extension Staff shall comply with UNIVERSITY's policies relating to office hours for the provision of the Extension Services, and any UNIVERSITY observed holidays.
- B. The County Extension Director will be provided a set of keys by the Contract Administrator for the Extension Education Building's locks for all doors, the electrical room, and a ladder lock to access the air conditioning unit. Extension Faculty and Extension Staff designated by UNIVERSITY shall also be provided with keys necessary to access areas assigned to their respective work responsibilities. An additional set of keys shall be made available by the Contract Administrator for use by persons making repairs or providing maintenance for the Extension Education Building.

UNIVERSITY shall not change any of the locks without the prior written approval of the Contract Administrator, who shall have or be provided a key to any of locks changed at the Extension Education Building.

- C. UNIVERSITY will be permitted to charge fees for any Programs under the Agreement to participants in a similar range as similar fees charged by UNIVERSITY for Programs operated throughout the State. These fees will be retained by UNIVERSITY for use in providing the Extension Services under the Agreement including, but not limited to, development, enhancement, and support of the Programs, Extension Faculty training, professional presentations, professional membership, reference materials, and purchases of equipment and supplies.
- D. UNIVERSITY's advertising or publicity for the Programs or any of the Extension Services shall also include the COUNTY logo, unless the Contract Administrator determines otherwise. The Contract Administrator reserves the right to review any of UNIVERSITY's advertising or promotional materials prior to printing and dissemination to determine whether COUNTY's logo should be included. If full or partial funding is provided by COUNTY for all or any part of any advertising or promotion of the Programs, the advertisement or promotional material shall include the following statement: "Funding for the creation, duplication, or dissemination of this publication is provided, in part, by the Broward County Board of County Commissioners."

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EXHIBIT "B"**PROGRAMS AND PERFORMANCE MEASURES**

The Programs and deliverables set forth below are part of UNIVERSITY's objectives established and made available by UNIVERSITY in individual counties on a state-wide basis. UNIVERSITY shall provide the Programs and deliverables for the Extension Services under the Initial Period of the Agreement. The event to which the deliverables are met through the goals provided herein will be evaluated by COUNTY for the future funding of a deliverable in any subsequent COUNTY fiscal year funding under the Agreement. All deliverables to be provided by UNIVERSITY in each subsequent fiscal year under the Agreement shall be mutually agreed upon in writing by UNIVERSITY and COUNTY during the applicable COUNTY annual budget process for such Extension Services as a condition precedent to the continuation of the Agreement beyond the Initial Period.

Programs Descriptions

4-H Educational Program ("4H"): The 4-H Program is a hands-on youth development program for children ages 5 to 18 focusing on encouraging youth to develop and maximize their talents and skills and to become responsible and productive community members. The goal of 4-H is to help young people succeed and to create positive changes in youth, families, and communities through fun project and activities.

Urban Horticulture Program: The Urban Horticulture Program trains and manages participants in the Florida Master Gardener and Florida Master Naturalist volunteer programs and delivers educational programs on urban forestry and climate change.

Family Nutrition Program: The Family Nutrition Program (FNP) is a federally funded grant program supported by the United States Department of Agriculture to improve nutrition and food choices by providing educational programs in food and nutrition.

Commercial Horticulture Program: The Commercial Horticulture Program (CHP) provides educational programming and outreach on making cost-effective and environmentally responsible decisions regarding management of natural resources. The Tree Trimmer Program training is included under the CHP.

EXHIBIT "B"
PROGRAMS AND PERFORMANCE MEASURES
(continued)

Programs and Performance Measurements FY18 - Goals

Number of 4-H Educational Programs taught (4-H Program):	250
Total number of 4-H Program clients served:	6,000
Number of 4-H Program Volunteer Hours (FTE Equivalent):	3.65
Customer satisfaction rating (4-H Program):	4.68*
Number of Urban Horticulture Program Events:	130
Number of Urban Horticulture Program clients served:	30,925
Customer Satisfaction rating (Urban Horticulture Program):	4.77*
Number of Commercial Horticulture Programs taught:	125
Number of participants in Tree Trimmer Program:	720
Number of Commercial Horticulture Program clients served:	16,970
Customer Satisfaction rating (Commercial Horticulture Program):	4.77*
Florida Master Gardener volunteer hours (FTE equivalent):	12.26 hours
Trained and certified active Florida Master Gardeners:	200
Number of Family Nutrition Programs (FNP) taught:	380
Total number of FNP participants:	8,500
Customer satisfaction rating FNP:	4.5*
Number of new Florida Master Naturalist projects completed:	15
Number trained and certified new active Florida Master Naturalists:	65

Note: * out of a scale of 5

**Insurance Requirement
Exhibit C**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 Mil	\$2 Mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto Insurance May Be waived if no driving will be done in performance of services	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 Mil	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Per Chapter 440 FS (each accident)	STATUTORY \$ 1 Mil	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> CYBER RISK LIABILITY	(each accident) extended reporting period Extended reporting Period		
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY IS LISTED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY AND THE BUSINESS AUTOMOBILE LIABILITY POLICY. Waiver of subrogation in favor of the Certificate Holder applies to general liability, automobile liability and workers compensation</small>			
REFERENCE:			

CERTIFICATE HOLDER:

Broward County
 115 S. Andrews Avenue
 Fort Lauderdale, FL 33301
 Attn: UF Extension Services

WAYNE A. FLETCHER
 dc=cty, dc=broward,
 dc=bc, ou=Organization,
 ou=BCC, ou=RM, ou=Users,
 cn=WAYNE A. FLETCHER
 2017.09.30 15:35:54 -0400

Risk Management Division