

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into on July 25, 2017 between Hernando County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the University of Florida, Board of Trustees, hereinafter referred to as "UNIVERSITY."

WITNESSETH

WHEREAS, under the laws of the State of Florida and the Smith-Lever Act of May 8, 1914 (38 Statute 372), the University of Florida is charged with the dissemination of information on agriculture, family life, horticulture, natural resources, Sea Grant, and youth development through its Cooperative Extension Service to the public in the State of Florida; and

WHEREAS, this function is performed through the Extension Service-United States Department of Agriculture and State staff of Extension Specialist and resident Extension workers in the State: and

WHEREAS, the UNIVERSITY is responsible for planning and implementing educational programs for growers, families, homeowners, and young people within the above named county; and

WHEREAS, said programs will be developed in the above named county by Extension Agents employed by the UNIVERSITY to work directly with local advisory committees and Extension personnel to implement that County's programs; and

WHEREAS, the county agents will utilize appropriate Extension personnel from the University of Florida and educational methods including the program development process, area subject matter information and other materials or methods as deemed necessary by Extension Agents in various program areas to conduct the aforesaid education programs.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE I
PURPOSE

The Florida Extension Service was established as an integral part of the Institute of Food and Agricultural Sciences (IFAS), University of Florida, for the public purpose of "extending" research-based educational information from the University to the people of the State of Florida on subjects relating to agriculture, aquaculture, family and consumer sciences, 4-H youth development, environmental horticulture, natural resources, Sea Grant, energy and other programs deemed necessary. The Florida Extension Service makes the findings of research in these areas available to the people of Florida through the University of Florida, IFAS, Extension Service, in partnership with the Florida Boards of County Commissioners.

To assure that educational programs meet the needs of local clientele, and comply with Title XLVIII, Chapter 1004, Section 1004.37 of the Florida Statutes, it is essential that the University of Florida, and the Board of County Commissioners identify respective responsibilities.

This Memorandum of Understanding (hereinafter referred to as "AGREEMENT") establishes the respective responsibilities of the University of Florida, through the Institute of Food and Agricultural Sciences, Extension Service (hereinafter referred to as "UNIVERSITY") and the Board of County Commissioners (hereinafter referred to as "COUNTY"). The purpose of this AGREEMENT is to specify the terms under which the UNIVERSITY will provide personnel, educational, technical and research information to the COUNTY.

ARTICLE II
GOALS AND OBJECTIVES

1. Implement a public education plan to target specific groups such as, homeowners, residents, businesses, youth, commercial industry associations, and community groups.
2. Distribute educational materials to the community.
3. Conduct equivalent outreach activities.

ARTICLE III
TERMINATION OF POSITION AND SERVICES

This AGREEMENT may be terminated at will by either party hereto giving one-year prior written notice without cause or sixty (60) days prior written notice with cause.

ARTICLE IV
RESPONSIBILITIES

- 1) Responsibilities of UNIVERSITY
 - a) With respect to County Extension Faculty (Extension Agents with joint state-county, state or county appointments, hereinafter referred to as "Extension Faculty"), the UNIVERSITY shall:
 - i) Establish minimum employment requirements and qualifications for Extension Faculty.
 - ii) Recruit, interview and screen candidates for employment as Extension Faculty.
 - iii) Recommend to the COUNTY qualified applicants for appointment to vacant or new Extension Faculty positions in accordance with the provisions of Title XLVIII, Chapter 1004, Section 1004.37, Florida Statutes.
 - iv) Jointly with the COUNTY, establish the total amount of the starting base salaries of Extension Faculty.
 - v) Pay Extension's proportionate share of the salaries and fringe benefits of Extension Faculty with joint or state appointments as more specifically set out in ARTICLE V and Exhibit A.
 - vi) The UNIVERSITY will determine the total dollar amount of any cost-of-living, merit, bonuses, and rank promotion salary increases for each Extension Faculty and submit the COUNTY's portion of this figure to the COUNTY annually through Exhibit A.
 - b) With respect to management and administration, Extension shall:
 - i) Through the County Extension Director, prepare and submit an annual budget request to the Hernando County Office of Management and Budget in accordance with the county budget preparation schedule for consideration by the Board of County Commissioners for the County's share of funds for salaries, operating expenses, equipment, and other program support for Extension work in the county.

- ii) Provide in-service training for Extension Faculty and to provide funds for official travel to such training and other Extension out-of-county program development meetings.
 - iii) Provide a staff of state Extension Specialists to train Extension Faculty in current technology and to assist Extension Faculty in the conduct of educational programs in these areas.
 - iv) Provide Extension Faculty with official Extension stationery, envelopes, educational materials, including access to the IFAS computer network and software, and postage to the extent the Extension budget will allow.
 - v) Develop and administer a personnel management plan for Extension Faculty that will provide for an annual review of each Extension Faculty's performance, including County Extension Director, whose performance will be jointly evaluated by the District Extension Director and the COUNTY Administrator or designee.
 - vi) Provide general administrative and supervisory leadership for Extension programs and personnel, in compliance with state and federal Affirmative Action and Equal Employment Opportunity requirements.
- 2) Responsibilities of COUNTY
- a) With respect to broad program authorization, all Extension programs within the COUNTY are subject to the COUNTY authorization and approval. Substantive program changes (additions, deletions, etc.) are subject to COUNTY approval prior to implementation, and the COUNTY may eliminate or otherwise alter any program as the COUNTY deems appropriate.
 - b) With respect to Extension Faculty, the COUNTY shall:
 - i) Participate in the employment of Extension Faculty in accordance with the provisions of Title XLVIII, Chapter 1004, Section 1004.37, Florida Statutes.
 - ii) Pay the County's proportionate share of the salaries and fringe benefits of the Extension Faculty as more specifically set out in Article V and Exhibit A.
 - c) With respect to management and administration, the COUNTY shall:
 - i) Review and consider the annual departmental budget requests from UNIVERSITY and take action thereon as the COUNTY may deem appropriate.
 - ii) Provide salaries and fringe benefits for clerical, maintenance and other support personnel as the COUNTY may deem appropriate for effective operation of the Extension office.
 - iii) Provide office space, support personnel, equipment, supplies, utilities, demonstration materials, and funding and/or vehicles for official county travel (both in-county and out-of-county), and other operational needs for the County Extension office as the COUNTY may deem appropriate.
 - iv) County will coordinate computer network access with UNIVERSITY to ensure that all Extension Faculty and staff have access to UNIVERSITY computer network resources. County will allow the installation and use of client software and unrestricted access to online resources deemed necessary by UF Extension to conduct Extension business operations and program delivery. In an effort to mitigate the risks associated with such access from COUNTY's computer systems, UNIVERSITY will provide security management of such computer network resources for all those accessing such resources.
- 3) General Provisions:
- a) Management and Administration:
 - i) Extension Faculty shall follow COUNTY policies relative to office hours and holidays.

- ii) All Extension Faculty appointments will be made cooperatively in accordance with Title XLVIII, Chapter 1004, Section 1004.37, Florida Statutes.
- iii) UNIVERSITY and the COUNTY will cooperate in coordinating Equal Employment Opportunity plans for Extension in the county.
- iv) The parties' respective involvement in funding multi-county agent appointments will be negotiated on a case-by-case basis.
- v) The County Extension Director is responsible for operating this department under the joint direction of the COUNTY or designee and the UNIVERSITY's Dean of Extension or designee.
- vi) Extension Faculty are professional employees exempt from the provisions of the Fair Labor Standards Act.

ARTICLE V
FUNDING AND PAYMENTS

- 1) The COUNTY agrees to pay the UNIVERSITY not more than the total sum as indicated in Exhibit A towards salary expenses. This total sum represents the COUNTY's share of funding the Extension Faculty's salary, fringe benefits and operating expenses as outlined by Exhibit A. This salary contract is a cost reimbursable basis.
- 2) Salary outlines in Exhibit A will be modified and submitted to the COUNTY annually by the UNIVERSITY. Exhibit A is an estimate of projected salary expenses for the year and shall not require a separate written addendum to this agreement in order to implement annual changes in salaries and related fringe benefits. Actual expenses may vary during the year due to vacancies, midyear promotions, new hires or unexpected increases in fringe benefit costs. Salary dollar figures in Exhibit A will be submitted annually to the COUNTY for review and approval by the following time table:

Proposed Annual Budget by May 1st - UNIVERSITY will include proposed figures for the COUNTY to begin its budget process.

Annual Budget Request by June 1st - UNIVERSITY will make necessary adjustments to Exhibit A figures as needed and submit a final budget request to COUNTY for approval.

- 3) The UNIVERSITY will not charge Facilities and Administrative costs to the COUNTY.
- 4) Quarterly payments shall be cost reimbursable and based on actual payroll expenses incurred during the quarter. Expected COUNTY payment due dates will be no later than 30 days after the receipt of UNIVERSITY invoices. UNIVERSITY invoices will be issued in accordance to the 'Anticipated Payment Schedule' in Exhibit A.
- 5) Quarterly invoices submitted by the UNIVERSITY to the COUNTY should be sent directly to the following address on record at the UNIVERSITY. The address as of the date of this AGREEMENT is:

Hernando County, OMB
20 N. Main Street, Rm 265
Brooksville, FL 34601
Att: Robert Sorg

- 6) The policies established by the UNIVERSITY in administering leave, including annual, sick, civil, holiday and military leave, and regarding payment of unused annual and sick leave upon separation, shall apply. Payments of Overtime Comp Cash Out (staff only), Special Comp Cash Out (staff only), and December Leave Cash Out (Staff only), shall be shared based on the respective proportionate amount of the staff member's total salary by the UNIVERSITY and COUNTY. If necessary, a "Cash-Out Invoice" will be prepared in addition to normal quarterly invoices in order to reimburse the UNIVERSITY for the COUNTY's portion of payment.

ARTICLE VI
PERIOD OF CONTRCT – RENEWAL – MODIFICATION

This AGREEMENT shall be effective as of October 1, 2017 and shall continue through September 30, 2022, unless modified or terminated earlier. At the time of expiration, this Agreement will be updated as needed and re-signed by both parties. This 2017 AGREEMENT may be modified at any time by mutual consent of both parties herein above. Salary dollar figures in Exhibit A will be submitted annually to the COUNTY for review and approval.

ARTICLE VII
MAINTENANCE OF RECORDS

The UNIVERSITY will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the UNIVERSITY for a minimum of five (5) years from the date of termination of this contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this contract and during the period of five (5) years thereafter; providing, however, such activity shall be conducted only during normal business hours. The COUNTY during the period of time expressed by the preceding sentence shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the UNIVERSITY as concerns the aforesaid records and documentation.

ARTICLE VIII
LIABILITY

The UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the University of Florida and the officers, employees, servants and agents thereof while acting within the scope of their employment by the UNIVERSITY. The COUNTY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the COUNTY and the officers, employees, servants and agents thereof while acting within the scope of their employment by the COUNTY. The UNIVERSITY, as a state agency warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the UNIVERSITY. The COUNTY warrants and represents that it has liability insurance, both public and property with such protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the COUNTY. The UNIVERSITY and COUNTY further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the

State of Florida or its agents, agencies, and subdivisions, to be sued; or (3) a waiver of sovereign immunity of the State of Florida or its agents, agencies, and subdivisions, beyond the waiver provided in section 768.28, Florida Statutes.

ARTICLE IX
CONTRACTUAL REQUIREMENTS

- 1) UNIVERSITY shall maintain all books, records and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. Each party to this AGREEMENT or their authorized representatives shall have reasonable and timely access to such records of each other party to this AGREEMENT for public records purposes during the term of the AGREEMENT and for five (5) years following the termination of this AGREEMENT. If an auditor employed by the COUNTY or Clerk determines that monies paid to the UNIVERSITY pursuant to this AGREEMENT were spent for purposes not authorized by this AGREEMENT, the UNIVERSITY shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to the UNIVERSITY.
- 2) Governing Law, Venue, Interpretation, Costs, and Fees: 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.
- 3) 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.
- 4) 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 UNIVERSITY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: a) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color, religion, sex, or national origin; b) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1682, and 1685-1686), which prohibits discrimination on the basis of sex; c) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; d) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; e) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; g) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; h) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; i) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; j) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this AGREEMENT.

nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this AGREEMENT.

- 5) Covenant of No Interest. The COUNTY and 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 only interest of each is to perform and receive benefits as recited in this AGREEMENT.
- 6) Code of Ethics. The COUNTY agrees that officers and employees of the COUNTY recognize and 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.
- 7) No Solicitation/Payment. The COUNTY and UNIVERSITY warrant that, in respect to itself, it has neither employed no retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this AGREEMENT. For the breach or violation of the provision, the University agrees that the COUNTY shall have the right to terminate this AGREEMENT without liability and at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 8) Public Access. The COUNTY and UNIVERSITY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and UNIVERSITY in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this AGREEMENT upon violation for this provision by UNIVERSITY.
- 9) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and UNIVERSITY in this AGREEMENT and 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 any contract entered into by the COUNTY be required to contain any provision for waiver.
- 10) Privileges and Immunities. All of the privileges and immunities for liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this AGREEMENT within the territorial limits of the 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 territorial limits of the COUNTY.
- 11) Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This AGREEMENT is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this AGREEMENT is not intended to, nor

shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute and case law.

- 12) 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.
- 13) 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 the COUNTY in his or her individual capacity, and no member, officer, agent or employee of the COUNTY shall be liable personally on this AGREEMENT or be subject to any personal liability or accountability by reason of the execution of this AGREEMENT.
- 14) 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.
- 15) 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.

ARTICLE X

NOTICES

Any notice, request, demand, consent approval or other communication required or permitted by this AGREEMENT shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: a) hand delivery to the other party; b) delivery by commercial overnight courier service; or c) mailed by registered or certified mail (postage prepaid), return receipt requested. For the purposes of notice the addresses are:

To County:

HERNANDO COUNTY BOCC
20 North Main Street, Rm 263
Brooksville, FL 34601

and copied to
UF/IFAS Hernando County Extension
P.O. Box 15427
16110 Aviation Loop Drive
Brooksville, FL 34604

To University:

UNIVERSITY OF FLORIDA
Division of Sponsored Research
207 Grinter Hall, PO Box 115500
Gainesville, FL 32611-5500

and copied to
UNIVERSITY OF FLORIDA
IFAS County Operations
1062 McCarty Hall D, PO Box 110220
Gainesville, FL 32611-0220

This AGREEMENT shall be effective on October 1, 2017.

APPROVED BY:

FOR COUNTY:

Wayne Duke
WAYNE DUKES, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

7/25/17
Date

APPROVED AS TO FORM AND LEGALITY:

[Signature]
COUNTY ATTORNEY



7/25/17
Date

ATTEST:

Darlene M. Christensen, DA.
DARLENE M. CHRISTENSEN, DEPUTY CLERK
DONALD C. BARBEE, JR.,
COUNTY CLERK OF COURT

7/25/17
Date

[SEAL]

UNIVERSITY OF FLORIDA SIGNATURES:

Stephanie Gray
University of Florida
Division of Sponsored Programs

08/15/2017
Date

Stephanie Gray
Assistant Vice President

Exhibit "A" - 2018 Proposed Projected Annual Expense Budget

**Hernando County
FY 2018 Summary
Annual Expense Projection
7/13/2017**

Payroll Due from County FY 2018 - SECTION A:

CED & EA II, Agricultural and Community Dev	21651.63
EA III, 4H Youth Dev (M/C Sumter)	27256.38
EA II, Residential Hort/Commercial Hort	56744.59
EA II, Sea Grant	52705.05
EA II, Family and Consumer Science	25902.27
Administrative Assistant III	66352.61
Receptionist/Secretary	15472.63 * <i>pro-rated</i>
UF Support Position	2991.12
Total payroll:	\$ 269,076.29

Operating Expenses Due from County for FY 2018 - Section B:

Travel:	
Travel	\$ 9,000.00
Gas-Oil Lubricants	\$ 500.00
Training and Tuition:	\$ 800.00
Travel Due to UF:	\$ 10,300.00

TOTAL DUE FROM COUNTY FY 2018 - SECTION A & SECTION B

Total Payroll	\$ 269,076.29
Total Travel	\$ 10,300.00
TOTAL DUE (Section A+B):	\$ 279,376.29

Budget - Projected Payment Schedule:	
January 10	69,844.07
April 10	69,844.07
July 10	69,844.07
September 10	69,844.07
Total:	279,376.29

*The above is a payment guideline, this is a cost reimbursable contract.

Please remit invoices to:
Hernando County, OMB
20 N. Main Street, Rm 265
Brooksville FL 34601
Att: Robert Sorg

Note: Currently the county government pays \$50 per person per year for additional nsurance.