

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 17, 2015

Department: Extension Services

Bulk Item: Yes X No

Staff Contact /Phone #: Alicia Betancourt / 453-8747

AGENDA ITEM WORDING: Approval to hire a Community Resource Development (CRD) Agent to report directly to the Extension Director.

ITEM BACKGROUND: This position came out of discussions with Extension Advisory Committees and County administration. It will focus on small business development including: retention and expansion of existing businesses, attraction of new businesses, entrepreneurship development, and public grants and projects. Justification includes: lack of existing county economic development office, high business turnover rate (greater than 20%), and an ability to increase the business tax base. As with all University of Florida/IFAS/Monroe County Extension Agents, this position would adhere to the University of Florida (UF) / Monroe County Memorandum of Understanding (MOU) that outlines the support Monroe County provides which includes a portion of each agent's salary (30-40%), office-operating expenses including office space, county vehicle use, and limited travel.

PREVIOUS RELEVANT BOCC ACTION: The existing contractual agreement between the BOCC and the UF was executed in November 2006 and effective October 1, 2006, with an expiration date of September 30, 2011. On July 20, 2011, the BOCC approved an amendment to extend the expiration date of the contractual agreement to September 30, 2016.

CONTRACT/AGREEMENT CHANGES: Budgeting for this position in the 2016 county portion of the MOU has been addressed with County Administration and OMB; however the Extension budget for 2017 would be potentially increased by approximately \$23,000 - \$30,000 per year.

STAFF RECOMMENDATIONS: Approval of a new University of Florida full-time equivalent (UF-FTE) state employee.

TOTAL COST: \$ To Be Determined **INDIRECT COST:** _____ **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: _____ N/A

COST TO COUNTY: \$ Approx. \$23,000 - \$30,000 **SOURCE OF FUNDS:** General Revenue ^{001-61000-53B40}

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Attorney JP OMB/Purchasing CB Risk Management MS

DOCUMENTATION: Included Not Required

DISPOSITION: _____ **AGENDA ITEM #** _____

Position #
Requisition #

Community Resource Development Extension Agent I, II, III or IV
University of Florida/IFAS Extension in Monroe County
(South Extension District)

Position Summary

Fostering entrepreneurship and community development are key strategies for creating jobs and transforming local economies. The Community Resource Development (CRD) Agent will be responsible for providing leadership for the development, implementation, and evaluation of a comprehensive county CRD education program within four areas of emphasis: Economic Development, Leadership Development, Organizational Development and Community Planning. Important areas that need some attention in this unique County are building industry diversity and distribution of Key's products beyond the Keys.

Programming input will be solicited from an agent-established local advisory committee. The successful candidate will plan, organize, produce and distribute educational materials and programming for: elected and appointed public officials; local business community; current and emerging influential community leaders; and community groups and organizations. She/he will also conduct community data analysis to increase the local knowledge base necessary for informed individual and community decision-making. To be effective, this agent must utilize various teaching methods to assist the community in designing a balanced development approach which considers five economic development strategies (Retention & Expansion of Existing Business, Attraction of New Business, Entrepreneurship Development, Encourage Consumer Spending in the Community, Public Grants and Projects.)

The agent will also work cooperatively with offices of Economic and Small Business Development (OESBD), Chambers of Commerce, UF/Warnton College of Business Administration/Center for Entrepreneurship and Innovation, Service Corps of Retired Executives (SCORE), financial institutions and other appropriate partners. The agent will target programs to achieve program balance and parity reflective of the counties' population diversity, as well as the unique educational needs of the counties' residents. The agent will establish and maintain an effective system of accountability and public information supporting CRD programs to all relevant individuals, groups, organizations and agencies. Other assignments, agent-generated county and state reports, and responsibilities will be carried out in support of the total county Extension program.

Qualifications

This position requires a Master's degree in public administration, business, community planning, community development, applied economics or related field of study. The successful candidate must have a strong business background (experience with, or knowledge of, entrepreneurial endeavors preferred), excellent written and verbal communication skills (preferably in both English and Spanish), excellent management skills (coach, mentor, good listener, motivator, etc.), leadership skills, problem solving

skills, familiarity working in political settings, and experience in creating a vision and getting buy-in from others. Other qualities/skills include evidence of good collaborations and partnerships with community agencies and groups. Knowledge of, or experience with, small business administration agencies and local Chambers of Commerce is desirable. The agent will assume other responsibilities as assigned by the County and District Extension Directors.

Candidates must have the ability to design, teach, and conduct community-based educational programs, manage volunteer systems, and apply experiential education and community development methods. He/she must possess qualities of resourcefulness, flexibility, creativity, enthusiasm and innovativeness; have excellent verbal and written communication skills; be able to work independently with minimal supervision; work effectively as team member; be able to use computer technology for communications and program management functions. Experience working in multicultural settings and coursework/training on multicultural topics are desirable. The agent must have ability to work effectively with a diverse audience including minority, community leaders, media and the general public. The ability to work with community organizations, agencies and their leaders to develop collaborative programming is necessary. The agent must be willing to work irregular hours and weekends with occasional to frequent overnight travel.

This position requires successful completion of a background check and a physical examination, including passing a substance screening. The successful candidate must have personal vehicle, and be able to obtain and maintain a Florida Driver's License.

Extension programming is a cooperative undertaking between the counties and the Institute of Food and Agricultural Sciences (IFAS) at the University of Florida. As such, both partners are involved in the supervision of the office and both contribute to the salary and support resources. The successful candidate will follow all University of Florida and Counties' policies and procedures and will report to the County Extension Director and the Director of the UF/IFAS/South Florida Extension District. The successful candidate will be a faculty member of the University of Florida Institute of Food and Agricultural Sciences. The office location for this position will be in Key West.

Apply online at <https://jobs.ufl.edu/>.

Exhibit "A" - PROPOSED 2015 Payroll Budget

**Monroe County Grant
FY 2015 Summary
Payroll Projection 10/01/2014 - 9/30/2015
3/26/2014**

Anticipated Payroll Due From County for FY 2015

Krueger, Shelly	27,578.87
Gabel, Kim	35,322.28
Bradigan-Betancourt, Alicia	28,333.38

Total payroll: \$ 91,234.53 OK

TOTAL

Total Projected Due	91,234.53
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Anticipated Payment Schedule*:		
1st Quarter	January 15 2015	22,808.63
2nd Quarter	April 15 2015	22,808.63
3rd Quarter	July 15 2015	22,808.63
4th Quarter	October 15 2015	22,808.63
Total:		91,234.53

OK

* Quarterly invoices will be based on actual expenses incurred during the quarter.

<p>Please remit invoices to: UF/IFAS Monroe County Extension Services 1100 Simonton Street, Ste #2-260 Key West, FL 33040</p>
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**Monroe County Grant
Payroll Details
Payroll Projection 10/01/2014 - 9/30/2015**

	States	County	Total	3% Margin
16863399				
Krueger, Shelly	60.000%	40.000%	100.00%	
Percentage	31,800.00	21,200.00	\$53,000.00	
Salary	8,363.40	5,575.60	13,939.00	
Pooled Fringe				
Faculty Pool Rate: 26.30%	40,163.40	26,775.60	\$66,939.00	
Grand Totals				
Annual: \$53,000.00		Total Due from Cty	26,775.60	27,576.87
Position 0001-5740				

	States	County	Total	3% Margin
95546560				
Gabel, Kim	60.000%	40.000%	100.00%	
Percentage	40,728.61	27,152.40	\$67,881.01	
Salary	10,711.62	7,141.07	17,852.71	
Pooled Fringe				
Faculty Pool Rate: 26.30%	51,440.23	34,293.48	85,733.72	
Grand Totals				
Annual: \$67,881.01		Total Due from Cty	34,293.48	35,322.28
Position 0001-3983				

	States	County	Total	3% Margin
48977876				
Bradigan-Betancourt, Alicia	70.000%	30.000%	100.00%	
Percentage	50,820.00	21,780.00	\$72,600.00	
Salary	13,365.66	5,728.14	19,093.80	
Pooled Fringe				
Faculty Pool Rate: 26.30%	64,185.66	27,508.14	91,693.80	
Grand Totals				
Annual: \$72,600.00		Total Due from Cty	27,508.14	28,333.38
Position 0001-4649				

Monroe Total Salary:			\$	88,577.22	\$	91,234.53
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UF/IFAS/Monroe County Extension Services
1100 Simonton Street, Suite 2-260
Key West, FL 33040
Phone: (305) 292-4501
Fax: (305) 292-4415
E-mail: monroe@ifas.ufl.edu
Website - <http://monroe.ifas.ufl.edu>

MEMORANDUM

TO: Monroe County Administrator, Mayor and Commissioners

FROM: Alicia Betancourt, UF-IFAS Monroe County Extension Director

DATE: 10/26/2015

RE: New Extension Position

Administrator, Mayor and Commissioners,

For the first time in many years UF is offering to support a new position for Monroe County Extension as a result of several years of work by myself, Debbie Frederick and Dr. Joe Schaefer (our UF district director). This position description came out of discussions with our advisory committees and county staff. It will be a community resource position focused on small business development including; retention & expansion of existing business, attraction of new business, entrepreneurship development, and public grants and projects. Justification for this position includes; lack of existing county economic development office, high business turnover rate (greater than 20%) and an ability to increase business tax base. What you might see programmatically from this position are workshops such as; business plan development, marketing, SBA loan applications, business financial planning and business diversification. Our county staff has been charged in past years with coordinating SBA disaster loans and the new position would be equipped to handle these thus freeing up OMB resources.

As with all UF IFAS Monroe County Extension agents, this position would be a UF- FTE state employee. The UF Monroe County MOU outlines the support Monroe County gives which includes; a portion of each agent's salary (30-40%), office operating expenses including office space, vehicle use and limited travel. Budgeting for this position in the 2016 county portion has been addressed with administration and OMB however the Extension budget for 2017 would be potentially increased by approximately \$23,000- 30,000 per year. In simple terms the county gets one expert working in our community for a fraction of the cost and minimal responsibility.

I hope that you will support this position which will be requested on the November BOCC agenda. I value your business experience and hope that you will contact me with any suggestions; questions or concerns about moving forward with this type of position please call me or stop by my office to chat, 305-797-1086.

Thank you for your time, sincerely UF IFAS Monroe County Extension
Director Alicia Betancourt.

EXTENSION SERVICE MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into on October 1, 2006 between MONROE COUNTY, a political subdivision of the State of Florida and the UNIVERSITY OF FLORIDA, Board of Trustees.

WITNESSETH

WHEREAS, under the laws of the State of Florida (Title XLVIII, Chapter 1004, Section 1004.37) and the Smith-Lever Act of May 8, 1914 (Chapter 38 Statute 372), the University of Florida is charged with the dissemination of information on agriculture, family life, horticulture, natural resources 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 a State staff of Extension Specialists and resident Extension workers in the State; and

WHEREAS, the University of Florida, Institute of Food and Agricultural Sciences, Cooperative Extension Service is responsible for planning and implementing educational programs for businesses, families, homeowners, and young people within Monroe County.

WHEREAS, said programs will be developed in Monroe County by County Extension Faculty employed by the University of Florida working directly with local advisory committees to assure the programs are effective and beneficial to Monroe County; and

WHEREAS, the County Extension Faculty 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 County Extension Faculty 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 purpose of this Memorandum of Understanding (hereinafter referred to as "AGREEMENT") is to establish, articulate and enhance the collaborative relationship between 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.

This AGREEMENT states the desire of the UNIVERSITY and COUNTY to work cooperatively to enhance the well being of the citizens of Monroe County, each carrying out their agreed upon responsibilities. The Extension Service's mission is to focus on contemporary issues and the needs of the people. It employs an interactive educational process involving the people in issue identification, priority setting, program delivery and impact assessment. The UNIVERSITY and COUNTY will work together at all times to mutually assist the other to benefit Monroe County residents.

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 as 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 Counties Boards of County Commissioners.

This collaborative arrangement between State Extension Services and County Governments exist throughout the United States. However, the details of the actual agreements are unique to each county to assure that local needs are properly addressed. Each Memorandum of Understanding is a resource that explains these details for both elected and appointed officials of the State Extension Service and the respective Board 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 and COUNTY identify respective responsibilities.

ARTICLE II GOALS AND OBJECTIVES

1. Implement and evaluate public education plans that target businesses, homeowners, residents, youth, commercial industry associations, pest control applicators, agency personnel and community groups.
2. Increase knowledge of audiences so they will be empowered to solve problems and implement practices based on the best scientific information available.

ARTICLE III TERMINATION OR ADJUSTMENT OF POSITION AND SERVICES

This AGREEMENT may be terminated at will by either party giving one year written notice.

ARTICLE IV RESPONSIBILITIES

I. Responsibilities of UNIVERSITY.

- A. With respect to County Extension Faculty (County Extension Faculty with joint state-county, state or county courtesy appointments, hereinafter referred to as "Extension Faculty", UNIVERSITY shall:
 1. Establish minimum employment requirements and qualifications for Extension Faculty.
 2. Recruit, interview and screen candidates for employment as Extension Faculty.
 3. 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.
 4. Jointly with the COUNTY, establish the total amount of the starting base salaries of Extension Faculty and the respective proportionate share of salaries and fringe benefits. Typically the UNIVERSITY pays 60 percent and the COUNTY pays 40 percent of the salary of each County Extension Faculty with a joint state-county appointment.
 5. Pay UNIVERSITY's proportionate share of the salaries and fringe benefits of Extension Faculty with joint or state appointments as specifically set out in Article V and Exhibit A.
 6. The UNIVERSITY will determine the total dollar amount of cost of living, merit, and rank promotion salary increases and submit the figure to the COUNTY annually through Exhibit A as per Article V.
- B. With respect to management and administration, Extension shall:
 1. Through the County Extension Director, prepare and submit an annual budget request to 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.

2. 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.
3. 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.
4. 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.
5. Develop and administer a personnel management plan for County Extension Faculty that will provide for an annual review of each County Extension Agent's performance, including the County Extension Director, whose performance will be jointly evaluated by the District Extension Director and the Monroe County Administrator or designee.
6. Provide general administrative and supervisory leadership for Extension programs and personnel, in compliance with state and federal Affirmative Action and Equal Employment Opportunity requirements.
7. Develop and maintain a "grass-roots" County Advisory Committee system to ensure that Extension programs are based on the needs and priorities of the people in Monroe County.

II. Responsibilities of COUNTY.

- A. With respect to broad program authorization, all Extension programs within the COUNTY are subject to 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:
 1. Participate in the employment of Extension Faculty in accordance with the provisions of Title XLVIII, Chapter 1004, Section 1004.37, Florida Statutes.
 2. Pay the County's proportionate share of the salaries and fringe benefits of the Extension Faculty as specifically set out in Article V and Exhibit A.
- C. With respect to management and administration, the COUNTY shall:
 1. Review and consider the annual departmental budget requests from UNIVERSITY and take action thereon as the COUNTY may deem appropriate.
 2. Provide salaries and fringe benefits for County Courtesy Extension Faculty, clerical, maintenance and other support personnel as the COUNTY may deem appropriate for effective operation of the Extension office.
 3. 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.

III. General Provisions.

- A. Management and Administration:
 1. Extension Faculty shall follow COUNTY policies relative to office hours and holidays.
 2. All Extension Faculty appointments will be made cooperatively in accordance with Title XLVIII, Chapter 1004, Section 1004.37, Florida Statutes.
 3. UNIVERSITY and COUNTY will cooperate in coordinating Equal Employment Opportunity plans for Extension in the county.
 4. The parties' respective involvement in funding multi-county Extension Faculty appointments will be negotiated on a case-by-case basis.
 5. The County Extension Director is responsible for operating this department under the joint direction of the County Administrator or designee and the University of Florida Extension Service Dean of Extension or designee.
 6. Extension Faculty are professional employees exempt from the provisions of the Fair Labor Standards Act.
 7. Extension Faculty with joint appointments will participate in UNIVERSITY insurance policies including life, health, accident and other policies. County Courtesy Extension Faculty, as county employees would be fully covered by the COUNTY insurance and retirement programs.

ARTICLE V
FUNDING AND PAYMENTS

1. COUNTY agrees to pay the UNIVERSITY sums as indicated in Exhibit A towards salary expenses. This total sum represents the COUNTY's share of funding Extension employee's salary and fringe benefits as outlined by Exhibit A. This salary expense contract is on a cost reimbursable basis.
2. Salaries outlined in Exhibit A will be modified and submitted to the COUNTY annually by the UNIVERSITY no later than October 1 of each year. However, whenever possible Exhibit A will be submitted to the COUNTY earlier for inclusion and approval through the COUNTY annual budgetary process. 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, mid-year promotions, new hires or unexpected increases in fringe benefit costs.
3. Quarterly invoices submitted by the UNIVERSITY to the COUNTY should be sent directly to the Monroe County Extension Office address on record at the UNIVERSITY. The address as of the date of this AGREEMENT is:

Attn: County Extension Director
UF/Monroe County Extension Service
1100 Simonton Street, Suite 2-260
Key West, FL 33040
Phone: 305-292-4501

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 according to the 'Anticipated Payment Schedule' in Exhibit A. Each invoice must be accompanied by a payroll journal for the period being reimbursed for each employee along with a statement of certification attesting to the accuracy and authenticity of the payroll expenses.
5. 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 unused leave shall be shared based on the respective proportionate amount of the faculty member's total salary by the UNIVERSITY and COUNTY. If necessary, a "Leave Cash-Out Invoice" will be prepared in addition to normal quarterly invoices in order to reimburse the UNIVERSITY for the COUNTY proportion of leave payments.

ARTICLE VI
PERIOD OF CONTRACT - RENEWAL - MODIFICATION

This AGREEMENT shall be effective as of October 1, 2006 and shall continue through September 30, 2011, unless terminated earlier. At the time of expiration, this AGREEMENT must then be updated as needed and re-signed by both parties. The AGREEMENT may be modified at any time by written mutual consent of both parties. Monroe County's performance and obligation to pay under this multi-year AGREEMENT is contingent upon an annual appropriation by the BOCC.

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 AGREEMENT. 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 AGREEMENT 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 shall be solely liable for acts conducted by County Extension Faculty with joint appointments since they are employed by the UNIVERSITY. The UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts or 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 or omissions of 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. COUNTY warrants and represents that it is self-funded for 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 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 years following the termination of this AGREEMENT. If an auditor employed by the County or Clerk of the Court 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 Section 55.03, Florida Statutes, 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.** 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. 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: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) 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; 7) 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; 8) 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; 9) 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; 10) prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other 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.** 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.** 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 nor 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 of this provision by UNIVERSITY.

9. **Non-Waiver of Immunity.** Notwithstanding the provisions of Section 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 from 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 agency 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 and 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 COUNTY in his or her individual capacity, and no member, officer, agent or employee of 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 headings 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: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For the purposes of notice the addresses are:

To County:

MONROE COUNTY BOCC
County Administrator
1100 Simonton Street
Key West, FL 33040
and copied to
MONROE COUNTY ATTORNEY
PO Box 1026
Key West, FL 33041-1026

and copied to
MONROE COUNTY CLERK OF THE COURT
500 Whitehead Street
Key West, FL 33040

To University:

UNIVERSITY OF FLORIDA
Division of Sponsored Research
216 Grinter Hall, PO Box 115500
Gainesville, FL 32611-5500
and copied to
UNIVERSITY OF FLORIDA
IFAS Sponsored Programs
G022 McCarty Hall-D, PO Box 110110
Gainesville, FL 32611-0110
and copied to
UNIVERSITY OF FLORIDA
IFAS District Extension Office
1062 McCarty Hall D, PO Box 110220
Gainesville, FL 32611-0220

This AGREEMENT shall be effective on October 1, 2006.

APPROVED BY:

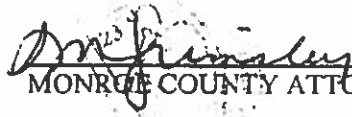
FOR COUNTY:


MAYOR, MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

NOV 15 2006

DATE

APPROVED AS TO FORM AND LEGALITY:


MONROE COUNTY ATTORNEY

10-31-06

DATE

ATTEST:


MONROE COUNTY CLERK OF THE COURT

NOV 15 2006

DATE

FOR THE UNIVERSITY:


UNIVERSITY OF FLORIDA
DIVISION OF SPONSORED PROGRAMS

Brandi K Boniface
Assistant Director of Research

10/25/06
DATE

DANNY L. BONIFACE
CLK. CIR. CT.
MONROE COUNTY, FLA.

2006 DEC -7 PM 3:38

FILED FOR RECORD

EXHIBIT A

(Page 1 of 2)

Monroe County Grant
FY 2007 Summary
Salary Projection 10/01/2006 - 9/30/2007

Anticipated Payroll Due From County for FY 2007:

Gregory, Doug	46,692.76
Gabel, Kim	28,390.75
Coldicott, Kim	27,940.55
Bradigan-Betancourt, Alicia	19,043.30
Total payroll costs:	122,067.36

Anticipated Payment Schedule*:

<u>Period</u>	<u>Invoice Date**</u>	<u>Amount</u>
1 st Quarter	January 7, 2006	30,516.84
2 nd Quarter	April 7, 2007	30,516.84
3 rd Quarter	July 7, 2007	30,516.84
4 th Quarter	October 7, 2007	30,516.84
	Total Due From County:	122,067.36

* Quarterly invoices will be based on actual expenses incurred during the quarter.

** Invoices must be mailed out by University using commercial overnight courier (i.e. FedEx / UPS) by no later than the dates indicated above.

EXHIBIT A

(Page 2 of 2)

		State	County	Total
Gregory, Doug 10/01/2006-9/30/2007	Percentage	60.000%	40.000%	100.00%
	Salary	53,986.01	35,990.67	89,976.68
	FICA Medicare/7.65%	4,129.93	2,753.29	6,883.22
	ORP Retirement/10.43%	5,630.74	3,753.83	9,384.57
	Health Insurance/Family/\$8591.04 (10/2006-02/2007)	2,147.76	1,431.84	3,579.60
	Health Insurance/Family/\$9451.20 (03/2007-10/2007)	3,307.92	2,205.28	5,513.20
	Life/45%	242.94	161.96	404.90
	Worker's Comp-98%/Unem Comp-12%	593.85	395.90	989.74
	Grand Totals	70,039.14	46,692.76	116,731.90
Gregory, Doug			Total Due from City	46,692.76
Gabel, Kim 10/01/2006-9/30/2007	Percentage	60.000%	40.000%	100.00%
	Salary	33,403.52	22,269.01	55,672.53
	FICA Medicare/7.65%	2,555.37	1,703.58	4,258.95
	ORP Retirement/10.43%	3,483.99	2,322.66	5,806.64
	Health Insurance/Single/\$4,153.92 (10/2006-02/2007)	1,038.48	692.32	1,730.80
	Health Insurance/Single/\$4,534.32 (03/2007-10/2007)	1,587.01	1,058.01	2,645.02
	Life/45%	150.32	100.21	250.53
	Worker's Comp-98%/Unem Comp-12%	367.44	244.96	612.40
	Grand Totals	42,586.12	28,390.75	70,976.87
Gabel, Kim			Total Due from City	28,390.75
Coldcott, Kim 10/01/2006-9/30/2007	Percentage	65.000%	35.000%	100.00%
	Salary	40,997.50	22,075.58	63,073.08
	FICA Medicare/7.65%	3,136.31	1,688.78	4,825.09
	ORP Retirement/10.43%	4,276.04	2,302.48	6,578.52
	Health Insurance/Single/\$4,153.92 (10/2006-02/2007)	1,125.02	605.78	1,730.80
	Health Insurance/Single/\$4,534.32 (03/2007-10/2007)	1,719.26	925.76	2,645.02
	Life Insurance/45%	184.49	99.34	283.83
	Worker's Comp-98%/Unem Comp-12%	450.97	242.83	693.80
	Grand Totals	51,889.59	27,940.55	79,830.15
Coldcott, Kim			Total Due from City	27,940.55
Bradigan-Betancourt, Alicia 10/01/2006-9/30/2007	Percentage	70.000%	30.000%	100.00%
	Salary	33,850.95	14,507.55	48,358.50
	FICA Medicare/7.65%	2,589.60	1,109.83	3,699.43
	ORP Retirement/10.43%	3,530.65	1,513.14	5,043.79
	Health Insurance/Spouse/\$5375.52 (10/2006-02/2007)	1,567.86	671.94	2,239.80
	Health Insurance/Spouse/\$5805.60 (03/2007-10/2007)	2,370.62	1,015.98	3,386.60
	Life Insurance/45%	152.33	65.28	217.61
	Worker's Comp-98%/Unem Comp-12%	372.36	159.58	531.94
	Grand Totals	44,434.37	19,043.30	63,477.67
Bradigan-Betancourt, Alicia			Total Due from City	19,043.30

**AMENDMENT No. 1 TO EXTENSION SERVICE
MEMORANDUM OF UNDERSTANDING**

THIS AMENDMENT TO the Extension Service Memorandum of Understanding (MOU) is made and entered into this 20th day of July, 2011, between the Board of County Commissioners of Monroe County and University of Florida.

WHEREAS, the parties entered into a MOU on October 1, 2006, to establish, articulate and enhance the collaborative relationship between 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").

WHEREAS, the MOU was established for a period of five years and will expire on September 30, 2011.

WHEREAS, the parties desire to extend the MOU for another five years; now therefore,

IN CONSIDERATION OF the mutual covenants contained herein, The Parties agree as follows:

- 1. The contract entered into between the parties on October 1, 2006, shall be amended as follows:**

Article I of the MOU titled "Purpose" shall be revised to read the following:

"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 Counties 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 of the MOU titled "Goals and Objectives" shall be revised to include:

- "2. Distribute educational materials to the community.**
- 3. Conduct equivalent outreach activities."**

Article V of the MOU titled "Funding and Payments" shall be revised to include or update:

- "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 not later than 30 days after the receipt of UNIVERISTY invoices. UNIVERSITY invoices will be issued in accordance to the 'Anticipated Payment Schedule' in Exhibit A. Each invoice must be accompanied by a cost distribution report for the period being reimbursed for each employee along with a statement of certification attesting to the accuracy and authenticity of the payroll expenses.**
- 6. The policies established by the UNVERSITY 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**

7. 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. The COUNTY may elect to pay an annual salary supplement for extension personnel. The COUNTY shall fund 100% of the salary supplement, including salaries, fringe benefits, and worker's compensation, and will pay this sum to the UNIVERSITY during the COUNTY's quarterly payment as indicated in Exhibit A. Any salary supplement will be included in the annual County Budget Report that is sent to the UNIVERSITY each year. Upon receipt, if needed, the UNIVERSITY will update the salary projections in Exhibit A and adjust the quarterly billings to accommodate the salary supplement."

Article VI of the MOU titled "Period of Contract - Renewal - Modification" shall be revised:
 "This AGREEMENT shall be effective as of October 1, 2011 and shall continue through September 30, 2016, unless modified or terminated earlier. AT the time of expiration, this Agreement will be updated as needed and resigned by both parties. This 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 and the approved Exhibit A shall be incorporated annually into this amendment. County's obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the BOCC."

Article VIII of the MOU titled "Liability" shall have the following statement omitted:
 "The UNIVERSITY shall be solely liable for acts conducted by County Extension Faculty with joint appointments since they are employed by the UNIVERSITY."

Article X of the MOU titled "Notices" shall be updated with the following address:
 "UNIVERSITY OF FLORIDA
 Division of Sponsored Research
 219 Grinter Hall, PO Box 115500
 Gainesville, FL 32611-5500"

2. All other provisions of the Agreement entered October 1, 2006, not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the date first set above.

Mayor Heather Carruthers
 Mayor Pro Tem David Rice
 Commissioner Sylvia Murphy
 Commissioner George Neugent
 Commissioner Kim Wigington

Yes
Yes
Yes
Yes
Yes

FILED FOR RECORD
 2011 JUN 29 AM 9:29

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

By Isabel C. DeSantis
 Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
 OF MONROE COUNTY, FLORIDA

By [Signature]
 Mayor

UNIVERSITY OF FLORIDA
 DIVISION OF SPONSORED PROGRAMS

By: [Signature]

MONROE COUNTY
 APPROVED
[Signature]
 6/29/11