

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** is entered into this 12 day of September, 2005, between Pinellas County, a political subdivision of the State of Florida, having a mailing address of 315 Court Street, Clearwater, Florida 34616, hereinafter referred to as "COUNTY", and the Florida Cooperative Extension Service, a division of the Institute of Food and Agricultural Sciences (IFAS) of the University of Florida, having a mailing address of P.O. Box 110180, Gainesville, FL 32611, hereinafter referred to as "EXTENSION SERVICE."

**WHEREAS**, the Extension Service was established for the specific purpose of extending educational information from the University to the people of the state on subjects relating to agriculture, family and consumer sciences, 4-H and youth, community and natural-resource development, energy conservation, and marine advisory programs; and

**WHEREAS**, the laws creating the Extension Service were specifically designed to ensure that the findings of research in these areas were available to the people in their communities; and

**WHEREAS**, to assure that educational programs offered by the Extension Service meet the needs of local clientele, it is important that both elected and appointed officials of each level of government understand their respective responsibilities and relationships in the conduct of this work.

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Extension Service agree as follows:

I. Intent

This Memorandum of Understanding establishes the responsibilities and relationships that exist between the Extension Service and the County. The intent of this document is to further enhance the cooperative relationship existing between the County and the Extension Service as provided by §1004.37 Florida Statutes. The Memorandum of Understanding is an effort to comply with the statute with maximum efficiency and to establish a clear and effective structure in which the County Extension Director, agents, and other employees of the Extension Service will be expected to operate while assigned to Pinellas County.

2. Definitions

The following terms shall have the meaning ascribed to said terms as set out herein:

"IFAS Extension Faculty" shall mean the County Extension Director and any Extension Agent that receives any portion of his/her salary from the State of Florida and works in the Program.

"Courtesy Extension Agents" shall mean any full-time County agent that receives 100% of his/her salary and benefits from the County and works in the programs.

3. Responsibilities of the Extension Service

A. With respect to IFAS Extension Faculty, the Extension Service shall:

1. Establish minimum requirements and qualifications for employment of IFAS Extension Faculty.
2. Advertise vacancies, receive, and examine applications for employment.
3. Interview and screen applicants to determine their qualifications for employment in the Program.
4. Recommend to the County qualified applicants for appointment to vacant or new IFAS Extension faculty positions in keeping with provisions of §1004.37 Florida Statutes, and employ all IFAS Extension Faculty appointed to the Program.
5. Establish the salaries of IFAS Extension Faculty, as approved by the County as provided herein.
6. Determine jointly with the County the respective percentages of County Extension faculty members' salaries and fringe benefits to be paid by the County and Extension Service, and to pay Extension Service's portion of these salaries and fringe benefits as outlined in Section 6.

B. With respect to management and administration of the Program, the Extension Service will:

1. Through the District Extension Director (DED) prepare and submit a proposed annual budget to the County which shows each staff position, salary and benefits, and all expenditures for operating the Program in the County and an annual work plan by March 1 of each year. The proposed budget shall indicate the shares to be paid by Extension Service and by the County. The share of IFAS Extension Faculty salaries and fringe benefits approved by the County shall be paid to the University as provided in Section 6.E. herein.
2. By March 1 of each year, Extension Service will submit to the County a preliminary plan of work including major educational programs and services to be provided to the people of the County by the Extension Service during the following one-year period from October 1 to September 30 (Pinellas County fiscal year). On occasion, when needs for educational programs arise after the referenced time frame, the support of Extension

Service in local educational programs will be negotiated between representative designated by the County and Extension Service.

3. Provide all funds necessary for required official state travel and per diem for faculty in-service training and other out-of-County program development meetings.
4. Provide official postage, envelopes, bulletins, leaflets; and other publications for educational purposes. When funding is provided by Pinellas County for the above, the statement, "Funding for the duplication of this publication is provided, in part, by the Pinellas County Board of County Commissioners," will be added. All publications developed by Pinellas County Extension faculty for distribution in Pinellas County will feature the county logo and the University of Florida logo.
5. Accept responsibility and provide administration, supervision, and an evaluation of all state funded County Extension programs, the IFAS Extension Faculty, Courtesy Extension Agents, and state-paid career service personnel, including compliance with the state and federal requirements of Affirmative Action and Equal Employment Opportunity guidelines. Extension will seek input from Pinellas County annually on faculty evaluations, including the CED.
6. Develop and administer a personnel management plan that will provide for:
  - a. The annual review of each IFAS Extension Faculty member's performance.
  - b. Counseling for job improvement where needed.
  - c. Periodic (approximately every 5 years) comprehensive County and personnel program reviews.
  - d. Provide a formal method for County to jointly determine program needs and to have input into the staffing of necessary Extension personnel to meet those needs.
7. Provide a staff of state Extension subject-matter specialists to continuously train IFAS Extension Faculty and Courtesy Extension Agents in current technology and other changes affecting agriculture, family and consumer sciences, 4-H and youth, community and natural resource development, energy conservation, and marine advisory programs, and to assist them in the conduct of educational programs in these areas, in a manner pursuant to locally identified needs.

8. Provide training programs as needed to maintain their effectiveness in Program delivery.
9. Develop and maintain a County Extension Advisory Council through joint appointment of Council members, to ensure that County Extension programs are based on the particular needs of the people in the County, and submit the annual work plan to the County Advisory Council for review and input before submittal of the plan to the County.

4. Responsibilities of the County

A. With respect to the County Extension faculty, the County will:

1. Approve the appointment of IFAS Extension Faculty members in accordance with the provisions of Section 1004.37, Florida Statutes.
2. Employ Courtesy Extension Agents, and ensure that the employment is done in a manner which will insure Faculty status is approved by the Extension Service. Courtesy Extension Faculty is defined by University of Florida Rules as a person(s) having the appropriate professional qualifications who are appointed without compensation to a department, center or unit faculty. Persons appointed with this status may or may not be otherwise affiliated with the University. This appointment is not eligible for tenure or permanent status. Time spent in this appointment shall not count as tenure or permanent status earning service.”
3. Pay the County’s portion of the salaries and fringe benefits of IFAS Extension Faculty members as more specifically set out in Section 6 of this agreement.
4. Evaluate the District Extension Director’s performance based upon jointly agreed-upon annual goals, including management and delivery of the program and provide this input to the District Extension Director (DED) for inclusion in their annual faculty evaluation.

B. With respect to management and administration of the Program, the County shall:

1. Review and consider the proposed annual budget and annual work plan provided pursuant to paragraph 3.B.1 above, and take appropriate action thereon.
2. Provide office space and equipment, salaries for secretaries and other agreed-upon personnel including agents and program technicians, utilities, telephones, office supplies, funding and/or vehicle for official county travel, demonstration materials, and other items needed for the effective operation of the Program office and Program.

3. Confer with and advise the DED and CED and the County Extension Advisory Council as appropriate relative to County Extension programs.
4. Fulfill the County's role in administration of the Program through the County Administrator's office, with advisory council input, which will include a formal request for the creation of a needed educational program, elimination of any educational program and/or County faculty position which no longer effectively serves the educational needs of local residents.
5. Confer upon and agree to the rating of the Extension Service's annual performance evaluation for merit salary consideration, continuation of employment, and pay the County's portion at the proportionate rate as set forth in Section V of this agreement.
6. Provide for the employment of Courtesy Extension Agents as needs may be determined by the County. Each Courtesy Extension Agent position must satisfy the Courtesy Extension Faculty requirements referenced in Section 4(A)(2).

5. Extension Service and County Mutually Agree:

- A. That the IFAS Extension Faculty and Courtesy Extension Agents will follow County policies relative to office hours, holidays, and drug-free work force.
- B. That all IFAS Extension Faculty appointments will be made cooperatively in accordance with Section 1004.37, Florida Statutes, and the Extension Service and the County shall jointly approve an annual plan of work.
- C. To cooperate in applying the Extension Service's Affirmative Action and Equal Opportunity plans to IFAS Extension Faculty Service.
- D. That IFAS Extension Faculty will not be classified under a County classification system, and shall at all times be Agents of the Extension Service, subject to all personnel rules, policies and classification provision of the Extension Service. The CED will be jointly responsible to the County Administrator and DED for the development, implementation, and accountability of a Pinellas County Cooperative Extension program. The performance of the CED will be jointly evaluated annually by Pinellas County and IFAS, the Cooperative Extension Service. The University of Florida will provide primary leadership to the Director for administration of the program; whereas, the County will provide primary leadership to the Director for management and administration of County-provided resources. Through the CED, by way of DED, the University will provide administration, supervision, and evaluation of all IFAS Extension Faculty, including:

1. The rules and policies of the University of Florida and the Board of Trustees shall be used in granting annual leave for County Extension Faculty.
2. The IFAS Extension Faculty members will be eligible to participate in all University of Florida insurance policies including life, health, and accident policies, retirement programs and benefits programs, including but not limited to disability and administrative leave, and FMLA leave programs. Any IFAS Extension Faculty member holding a federal appointment will also be eligible at his/her discretion to participate in federal life and health insurance policies. No County funds will be expended in connection with any University of Florida or federal insurance policy.

6. Payment of Salaries for County Extension Faculty:

- A. The County agrees to fund forty percent (40%) of the annual agreed-upon cost of IFAS Extension Faculty salaries, fringe benefits and worker's compensation.
  1. The County shall recognize a County Extension Faculty member's promotion from one academic rank to another and graduate degrees earned through the awarding of a salary increase to that County Extension Faculty member in proportion to the 40% agreed upon herein.
  2. The Extension Service will establish the dollar value of the increase.
  3. In addition to funding forty percent (40%) of IFAS Extension Faculty costs as provided herein, the County may elect to pay an annual salary supplement for IFAS Extension Faculty, other than the CED, assigned to the Pinellas County Program. The salary supplement shall be paid by Pinellas County when included in the annual budget agreed to by the County and the Extension Service. The County shall fund 100% of the agreed upon salary supplement, including salaries, fringe benefits and workers' compensation, and will pay this sum to the Extension Service as provided in Section 6.D. herein, for payment to IFAS Extension Faculty as provided in Section 6.E. herein.
- B. Salary amounts shown in the budget submitted by Extension Service as described in Section 3.B.2 above will include the best available estimate of what salary increases will be at time of submission. When officials state salary increases are determined (usually in July), estimates will be adjusted accordingly and entered.
- C. The County will review the plan and the proposed salary and fringe benefits with the option to approve as is, negotiate and modify it, or reject it in keeping with provisions of §1004.37, Florida Statutes.

- D. Upon reaching agreement as to the annual funding of faculty salaries and fringe benefits, the County will pay IFAS one-twelfth (1/12) of the total amount to IFAS on October 1, and an additional twelfth (1/12) each month thereafter.
- E. From these funds, IFAS will pay each IFAS Extension Faculty member, on a bi-weekly basis and will make appropriate payments to the fringe benefits accounts.
- F. All funds received by the University from the County will be used solely for purposes of salary and fringe benefits for the faculty members whose names are shown in the agreed-upon package or their approved replacements.
- G. Should an IFAS Extension Faculty position be vacant any time during the year, the funds that would otherwise have been expended for salary and fringe benefits for that position during the time it was vacant will be accounted for within sixty (60) days of the end of the fiscal year. The fiscal year's end accounting will include a listing of the actual salaries and fringe benefits for all approved positions times the approved County percentage. This amount will be compared to the actual payments received from the County for the fiscal year.
- H. Upon termination of an IFAS Extension faculty, the County will be responsible for its 40% portion of any accrued vacation and or sick leave cash out benefits due to the employee.
- I. Return of funds: Funds not used for their intended purpose shall be returned to the County within sixty (60) days of close of the County fiscal year (October 1 through September 30).

7. Negotiation or Termination of the Memorandum

This document is signed with the understanding that either Extension Service or the County may request clarification or renegotiation of any or all of the agreement at any time, and that either party may withdraw from the agreement after giving three (3) months written notice of its intent to do so. However, any agreements put in place under Section 5 shall be honored until the conclusion of that specific agreement.

8. Prior Agreements

This Agreement supersedes all prior agreements between the parties, and said prior agreements, including the Memorandum of Understanding between the parties dated November 12, 1996, are hereby terminated.

This agreement shall be effective upon the date set out above.

<SIGNATURE PAGE FOLLOWS>

FOR THE EXTENSION SERVICE:

By: Jerry Schuch

AGRICULTURE AND NATURAL  
RESOURCES:

By: [Signature]  
Dean

FLORIDA COOPERATIVE  
EXTENSION SERVICE:

By: [Signature]  
District Extension Director

PINELLAS COUNTY, FLORIDA:  
By and through its  
Board of County Commissioners

By: 7/26/05  
John Morrone, Chairman

ATTEST: KEN BURKE  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk

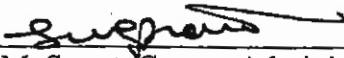
APPROVED AS TO FORM  
Office of County Attorney

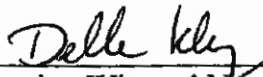
By: [Signature]  
Assistant County Attorney



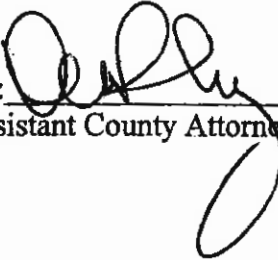
PINELLAS COUNTY, FLORIDA:  
By and through its County Administrator

ATTEST:

By:   
Stephen M. Spratt, County Administrator

By:   
(Attesting Witness' Name/Title)

APPROVED AS TO FORM  
Office of County Attorney

By:   
Assistant County Attorney