

**MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT entered into on April 13, 2020 between Nassau 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, through its Cooperative Extension Service, is charged with disseminating the latest knowledge and applicable technologies in agriculture, human and natural resources, and the life sciences to the public in order to sustain and enhance the quality of human life in the State of Florida;

WHEREAS, this function is performed through the Florida Cooperative Extension Service (a partnership between state, federal, and county governments) that includes extension faculty members, scientists, educators, administrative staff, and volunteers working cohesively throughout Florida's 67 counties;

WHEREAS, the UNIVERSITY is responsible for planning, implementing and evaluating educational programs for producers, families, homeowners, and young people within the County;

WHEREAS, said programs will be developed and implemented in the County by Extension Agents employed by the UNIVERSITY and the County to work directly with local advisory committees and Extension personnel; and

WHEREAS, the Extension Agents will use appropriate Extension personnel from the University of Florida and the County 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 Cooperative Extension Service, an integral part of the Institute of Food and Agricultural Sciences (IFAS), University of Florida, was established to extend non-biased, research-based educational information from the University to the people of the State of Florida on subjects related to agriculture, horticulture, water quality and quantity, natural resources and the environment, energy, family and consumer sciences, community development, 4-H youth development, and other programs deemed necessary. The Florida Cooperative Extension Service makes the findings of research in these areas available to the people of Florida through the UF/IFAS Extension Service in partnership with Florida Boards of County Commissioners.

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

This Memorandum of Understanding (hereinafter referred to as "AGREEMENT") establishes the respective responsibilities of the University of Florida, through the UF/IFAS Extension Service (hereinafter referred to as "UNIVERSITY") and the "COUNTY." The purpose of this AGREEMENT is to specify the terms under which each the UNIVERSITY and the COUNTY will contribute to personnel, educational, technical, and research information to Extension Services in the COUNTY.

**ARTICLE II**  
**GOALS AND OBJECTIVES**

1. Plan, develop, implement, teach, evaluate, and report on non-biased, research-based public education programs targeting the COUNTY's citizens and citizen groups (e.g., agricultural and horticultural producers, homeowners, businesses, youth, commercial industries and their associations, community groups, local governments).
2. Develop and distribute creative works and educational materials to the community.
3. Develop and sustain partnerships with community agencies and leaders, businesses, media, and the general public.
4. Extend educational training through volunteer systems.

**ARTICLE III**  
**TERMINATION OF POSITION AND SERVICES**

This AGREEMENT may be terminated at will by either party hereto giving 1-year prior written notice thereof to the other.

**ARTICLE IV**  
**RESPONSIBILITIES**

1. The parties agree as follows: With respect to hiring County Extension Faculty (Extension Agents with joint state-county appointments, hereinafter referred to as either "Extension Faculty" or "Extension Agents"),
  - a. UNIVERSITY and the COUNTY will jointly agree on whether to fill vacancies in positions of Extension Faculty.
  - b. UNIVERSITY will establish minimum employment requirements and qualifications for Extension Faculty.
  - c. UNIVERSITY will recruit, interview, and screen candidates for employment as Extension Faculty.
  - d. UNIVERSITY will recommend to the COUNTY qualified applicants for appointment to vacant or new Extension Faculty positions in accordance with the provisions of Section 1004.37, Florida Statutes.
  - e. With respect to salaries of Extension Faculty,
    - i. Before hire, UNIVERSITY and COUNTY will establish the proportion of the starting base salaries of Extension Faculty that each party will pay. Typically, the UNIVERSITY pays 60% and the COUNTY pays 40% of the salary.
    - ii. UNIVERSITY will determine the total amount of the starting base salary of each Extension Faculty member.
    - iii. UNIVERSITY and the COUNTY will each pay its own respective portion of all salaries for Extension Faculty but will not be responsible for payment of the other party's portion.

- iv. UNIVERSITY will determine the total dollar amount of state-allowed merit raises (recurrent), across-the-board raises (recurrent) and bonuses (one-time non-recurrent) for all Extension Agents. The COUNTY will pay their percentage of the merit raises (recurrent), across-the-board raises (recurrent), and allowable bonus salary increases equivalent to the percentage of the Extension Agent's salary the COUNTY was paying immediately prior to the effective date of the increase. UNIVERSITY will pay the remainder of the merit raise and across-the-board salary increase. Bonuses are allowable if the requirements of F.S. 215.425(3)(a-d) have been met based on information provided by the UNIVERSITY and verified by COUNTY.
  - v. UNIVERSITY will determine the total dollar amount of rank promotion salary increases for promotion to Agents II, III, and IV. The COUNTY will pay the percentage of the rank promotion salary increase that is equivalent to the percentage of the Extension Agent's salary the COUNTY was paying immediately prior to the effective date of the increase. UNIVERSITY will pay the remainder of the rank promotion salary increase.
  - vi. UNIVERSITY will determine the total dollar amount of educational salary increases for Extension Agents receiving an advanced degree (Master- or Doctoral- -level) from an accredited institution. The COUNTY will pay the percentage of the educational salary increase equivalent to the percentage of the Extension Agent's salary the COUNTY was paying immediately prior to the effective date of the increase. UNIVERSITY will pay the remainder of the educational salary increase.
  - vii. Extension Faculty are not eligible for any other COUNTY pay provided by the Board of County Commissioners or pursuant to COUNTY policies and procedures, except as provided in Article IV(4)(n)(i) below.
  - viii. UNIVERSITY will determine the annual stipend and the length of appointment of an interim County Extension Director (CED) when/if one needs to be appointed. The COUNTY will pay their percentage of the annual stipend pro-rated to the length of appointment and equivalent to the percentage of the Extension Agent's salary the COUNTY was paying immediately prior to the effective date of the appointment. UNIVERSITY will pay the remainder of the stipend.
2. Management and administrative responsibilities of UNIVERSITY.
- a. Through the CED, 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.
  - b. Provide in-service training for Extension Faculty and provide funds for official travel to such training.
  - c. 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.
  - d. To the extent the UF/IFAS Extension budget will allow, provide Extension Faculty with official Extension stationery and envelope templates, postage, educational material content, and an account to access the IFAS computer network and software.
  - e. Develop and administer a personnel management plan for Extension Faculty that will provide for an annual review of each Extension Agent's performance, including the CED,

whose performance will be evaluated by the District Extension Director (DED) with input from the COUNTY Manager or designee.

- f. Provide general administrative and supervisory leadership for Extension programs and personnel, in compliance with UNIVERSITY personnel and administrative policies and procedures, plus state and federal Affirmative Action and Equal Employment Opportunity requirements.
  - g. Develop and maintain a County Advisory Committee system to ensure that Extension programs are based on the needs and priorities of the people in the COUNTY.
  - h. Adhere to COUNTY fiscal processes and policies in the administration of COUNTY operating funds.
3. Responsibilities of COUNTY.
- a. With respect to Extension Faculty, the COUNTY shall:
    - i. Participate in the employment of Extension Faculty in accordance with the provisions of Section 1004.37, Florida Statutes.
    - ii. Agree to pay up to two hundred (200) hours of accrued annual leave payout and zero (0) hours of accrued sick leave payout proportional to COUNTY's salary contribution when a faculty member separates employment.
  - b. 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, to include retirement proportional to the COUNTY's salary contribution for Extension Faculty, clerical, maintenance, and other support personnel as the COUNTY may deem appropriate for effective operation of the Extension Office.
    - iii. Provide office and teaching space, 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. Coordinate computer network and internet 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 (e.g. social media, online learning, registration software) deemed necessary by UF/IFAS 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.
4. General management and administration provisions:
- a. The policies established by the UNIVERSITY in administering leave, including personal, annual, sick, civil, and military leave shall apply to Extension Faculty. Payment of unused annual and sick leave upon separation is addressed in Article IV, Section 3(a)(ii) above.
  - b. COUNTY will establish Extension Office hours of operation and holiday calendars.
  - c. All Extension Faculty appointments will be made cooperatively in accordance with Section 1004.37, Florida Statutes.
  - d. UNIVERSITY and the COUNTY will cooperate in applying Equal Employment Opportunity policies for Extension in the COUNTY.

- e. 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, amendments) are subject to COUNTY approval prior to implementation.
- f. The parties' respective involvement in funding multi-county agent appointments will be negotiated on a case-by-case basis.
- g. The CED is responsible for operating this Extension Office in the County under the joint direction of the COUNTY Manager or designee and the UNIVERSITY's Dean of Extension or designee.
- h. Extension Faculty are professional employees exempt from the provisions of the Fair Labor Standards Act. The Professional Scheduling Policy and Procedures established by the UNIVERSITY will apply to Extension Faculty.
- i. Extension Faculty with joint appointments can participate in UNIVERSITY insurance policies including life, health, accident and other policies.
- j. UNIVERSITY, as the primary employer, will assume all responsibility for employer contributions and payment of Worker's Compensation claims up the maximum established by law.
- k. UNIVERSITY, as the primary employer, will be responsible for the resolution of any personnel matters in accordance with UNIVERSITY's personnel policies and procedures.
- l. Extension Faculty will be permitted to charge appropriate fees for Extension programs and organize fundraisers in support of COUNTY Extension programs. These fees and funds will be retained by the UNIVERSITY for use in program support in accordance with UNIVERSITY policy to include but not limited to professional development of Nassau County Extension Faculty, Nassau County volunteers and Nassau County program supplies.
- m. If appropriate and needed, the COUNTY portion of an Extension Faculty member's salary can be used to support cost sharing on contracts and projects.
- n. With the UNIVERSITY'S prior approval, COUNTY may assign UF/IFAS Extension Faculty emergency response duties in their County Continuing Operations Plan (COOP), e.g., agriculture-related assessments, statewide ESF 17 assignments, providing educational training materials to the public and targeted audiences, and other duties as appropriate.
  - i. UF/IFAS Extension Faculty assigned to work by COUNTY during a Local State of Emergency, as declared by the Nassau County Board of County Commissioners, shall receive emergency straight time pay for hours worked in addition to their regular pay. COUNTY shall fund any such emergency straight time pay.

#### **ARTICLE V**

#### **PERIOD OF CONTRACT – RENEWAL – MODIFICATION**

This AGREEMENT shall be effective as of April 13, 2020 and shall continue unless modified or terminated earlier. This AGREEMENT may be modified at any time by mutual consent of both parties herein above. Each party may terminate this agreement without penalty or cause by giving the other party 1 year written notice of its intent to do so.

#### **ARTICLE VI**

#### **CONTRACTUAL REQUIREMENTS**



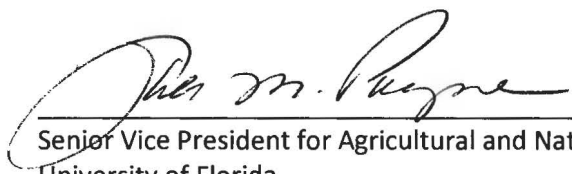
1. **Governing Law.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.
2. **Binding Effect.** The terms, covenants, conditions and provisions of this AGREEMENT shall bind and endure to the benefit of the COUNTY and UNIVERSITY and their respective legal representatives, successors, and assigns.
3. **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.
4. **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.
5. **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.
6. **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 ore 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.
7. **Public Access.** The COUNTY and UNIVERSITY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters, or other materials (including electronic documents) 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.
8. **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.
9. **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.

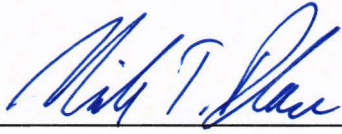
10. Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This AGREEMENT is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and 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.
11. 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.
12. 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.
13. 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.
14. 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 VII**  
**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:

  
 \_\_\_\_\_  
 Senior Vice President for Agricultural and Natural Resources  
 University of Florida  
 Institute of Food and Agricultural Sciences

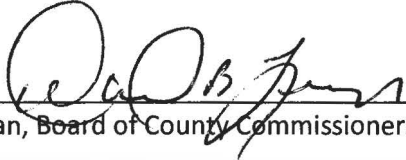
2/13/20  
Date



Dean for Extension and Director  
Florida Cooperative Extension Service

Feb. 12, 2020

Date



Chairman, Board of County Commissioners

4-13-20

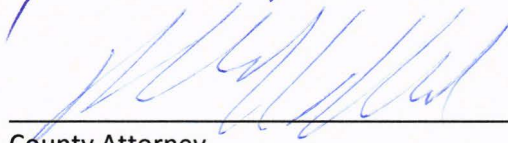
Date



Clerk of the Circuit Court

4/15/2020

Date



County Attorney

MES  
04.15.20

4-13-20

Date