

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20030430

1. REQUESTED MOTION:

ACTION REQUESTED:

CA

Approve two Memorandums of Understanding between the Board of County Commissioners and University of Florida for services provided to the County through the Florida Cooperative Extension Service, a division of the Institute of Food and Agricultural Sciences, University of Florida. A permanent Memorandum of Understanding is proposed to be effective on July 1, 2003, in conjunction with the beginning of the University of Florida's fiscal year, transferring four employees to the University. A temporary Memorandum is proposed to be effective on May 1, 2003 for one new employee for ease of hire.

WHY ACTION IS NECESSARY:

Currently we have positions that are split-funded through both the County and the University of Florida for programs provided by Extension Services. Employees in this arrangement are employed by both the County and the University of Florida. There is no formal agreement for this arrangement. Upon execution of these Memorandums of Understanding, employees will become solely employed by the University of Florida. The Board of County Commissioners will reimburse the University for salaries paid at the same rates as we currently pay to the employees. Services provided will not change.

WHAT ACTION ACCOMPLISHES:

Formalizes agreement for services. Five positions in Extension Services to be deleted effective July 1, 2003. Meanwhile, the County will reimburse the State 40% for 4 positions and 100% for one position.

2. DEPARTMENTAL CATEGORY:	MEETING DATE:	
COMMISSION DISTRICT #:	Countywide C11A	04-22-2003
4. AGENDA:	5. REQUIREMENT/PURPOSE:	6. REQUESTOR OF INFORMATION:
<input checked="" type="checkbox"/> CONSENT	STATUTE	A. COMMISSIONER
<input type="checkbox"/> ADMINISTRATIVE	ORDINANCE	B. DEPARTMENT <u>Parks and Recreation</u>
<input type="checkbox"/> APPEALS	ADMIN. CODE	C. DIVISION
<input type="checkbox"/> PUBLIC	<input checked="" type="checkbox"/> OTHER	BY: <u>John Yarbrough, Director</u>
<input type="checkbox"/> WALK ON		<i>John Yarbrough</i>
TIME REQUIRED:		

7. BACKGROUND:

Extension Services 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. Currently we have an arrangement with the University to pay a portion of the salaries for several employees in this program. This agreement has never been formalized. By way of these Memorandums of Understanding, this arrangement will be formalized and employees will become employed solely by one agency.

Funding will be made available in account: KH5370100100.501210
Parks and Recreation - Extension Services - General Fund - N/A subfund - Full Time Salaries

8. MANAGEMENT RECOMMENDATIONS:

Approve action

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
<i>Jg</i> <i>4-8-03</i>		<i>George A. Williams</i> <i>4/11/03</i>		<i>Klee</i> <i>4/9/03</i>	<i>OM</i> <i>4/8/03</i>	<i>W. Yarbrough</i>
				<i>CA</i> <i>4/10/03</i>	<i>Risk</i> <i>4/10/03</i>	

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty	RECEIVED BY
Date: <i>4/9/03</i>	COUNTY ADMIN. CA
Time: <i>1:00 PM</i>	<i>4-9-03</i> <i>3:45</i>
Forwarded to:	COUNTY ADMIN. FORWARDED TO: <i>BH</i>
<i>City Atty</i> <i>1:35 PM 4/9/03</i>	<i>4/10 5:00</i>

MEMORANDUM OF UNDERSTANDING

between

Florida Cooperative Extension Service,
Institute of Food and Agricultural Sciences,
University of Florida

and

The Board of County Commissioners
of Lee County, Florida

The Florida Cooperative Extension Service was established as a part of the Institute of Food and Agricultural Sciences of the University of Florida by federal and State legislation for the specific purpose of "extending" the educational service of the University to the people of the State of Florida on subjects relating to agriculture, family and consumer science, 4-H and youth, community and natural resource development, energy and sea grant programs. The laws calling for the creation of extension programs were specifically designed to ensure that the findings of research in these areas were communicated to the people in their communities.

To assure that educational programs offered by the Cooperative Extension Service meet the needs of local clientele, it is important that both elected and appointed officials of the Florida Cooperative Extension Service and the Board of County Commissioners understand their respective responsibilities and relationships in the conduct of this work.

This Memorandum of Understanding establishes the responsibilities and relationships that exist between the University of Florida Cooperative Extension Service (hereinafter called the "University") and the Board of County Commissioners of Lee County (hereinafter called the "County").

The parties agree as follows:

A. Definitions

1. County Extension Faculty are defined as those staff positions mutually

funded by the University and the County.

2. Program Extension Agents are defined as those faculty fully funded by the County.

B. Hiring County Extension Faculty

1. The University and the County will jointly agree upon on whether to fill vacancies in positions of County Extension Faculty.
2. The University will establish minimum requirements and qualifications for the employment of County Extension Faculty.
3. The University will receive and examine applications for employment for County Extension Faculty.
4. The University will interview and screen applicants to determine their qualifications, and availability for employment as County Extension Faculty.
5. The University will recommend to the County qualified applicants for appointment to vacant or new County Extension Faculty positions in accordance with the provisions of Section 1004.37, Florida Statutes.

C. Salaries of County Extension Faculty

1. The University agrees to pay 60% of the total salary, including benefits, for County Extension Faculty, the County agrees to pay 40%, including benefits. The County agrees to pay the current share of salaries for the employees listed in Attachment A until such time the salary ratio reaches the agreed upon 60:40 funding ratio.
2. Salaries for Program Extension Agents will be paid to the University at a rate of 100% including benefits.
3. Employees will be paid in full by the University according to University policies and procedures and become employees of the University of Florida. The County agrees to the salaries and benefits paid on a quarterly basis, as defined in C(1).
4. The University will determine the total amount of the starting base salary of each County Extension Faculty member, subject to approval by the County.

5. Salary adjustments, including promotion increases, are determined by the University.

D. Evaluation of County Extension Faculty

1. The University will develop and administer a personnel management plan for County Extension Faculty that will provide for the annual performance evaluation of each County Extension Faculty member's performance, which will be completed by the University according to University Policies and Procedures with input from the County. The County will conduct an additional annual performance evaluation of the County Extension Director according to County Policies and Procedures and will provide it to the District Extension Director.
2. In the event that there are personnel management issues with any County Extension Faculty, the University and the County will work together to provide counseling and/or corrective action as needed for job improvement.
3. The University and the County will annually review program content and success and develop goals and objectives for the program.

E. County Extension Faculty Support

1. The University and the County will jointly provide the leadership for administration and supervision of County Extension Faculty and programs.
2. The University will provide State Extension Subject Matter Specialists to train County Extension Faculty in current technology and other changes affecting agriculture, family and consumer science, 4-H, community and natural resource development, energy and sea grant programs and to assist them in the conduct of work in these areas.
3. The University will provide County Extension Faculty with training programs as appropriate to maintain effective program delivery.
4. The University will develop and maintain a County Advisory Committee System to insure that County Extension programs are based on the particular needs of the people in the County.

5. The University will provide funds for official travel expenses and per diem of Extension Faculty for in-service training and for other out-of-county program development meetings selected by the University.
6. The County will provide management, Program Extension Agents, and support staff as needed for the efficient operation of the County Extension Office and program.
7. The County will provide office space and equipment, utilities, telephone, office supplies, funding for official county travel (except as otherwise provided herein with respect to in-service training), demonstration materials and other items needed for efficient operation of the County Extension Office and program.
8. The University will provide Extension Faculty with official envelopes, bulletins (designed for free distribution), leaflets and other publications for educational purposes.

F. Office Policies

1. The policies established by the University in administering leave, including annual, sick, civil, and military leave, and regarding payment of unused annual and sick leave upon separation, shall apply to Extension faculty.
2. Extension Faculty will adhere to policies of the County, with respect to office hours and holidays.
3. The University and the County will cooperate in maintaining a safe and comfortable workplace environment consistent with established workplace practices and in compliance with all federal, state and local laws, rules, and regulations.
4. The County Extension Director will be responsible for the day-to-day supervision of all faculty and support staff assigned to the County Extension Office.

G. Employment-at-will

1. This Memorandum of Understanding in no way constitutes an employment

agreement or contract and does not alter Lee County Policy and Procedures Manual 003 (as may be amended from time to time) regarding employment-at-will.

H. Miscellaneous

1. This Memorandum of Understanding shall be amended only by written amendments, which must be signed by both parties.
2. Either party may terminate this agreement without penalty or cause by giving the other party at least six (6) months written notice of its intent to do so.
3. This agreement shall be effective on July 1, 2003.

Vice President
Institute of Food and Agricultural Sciences
University of Florida

Date

Dean and Director

Date

Chairman, Board of County Commissioners

Date

AGREEMENT

between

Florida Cooperative Extension Service,
Institute of Food and Agricultural Sciences,
University of Florida

and

The Board of County Commissioners
of Lee County, Florida

The purpose of this Agreement is to establish a temporary arrangement between the Florida Cooperative Extension Service and the Board of County Commissioners of Lee County, Florida regarding the salary arrangement for the 4-H Program Extension Agent who will be hired before the overall MOU addressing all agreements between these two parties will be finalized. Once the overall MOU is finalized, it will replace this document.

The parties agree as follows:

A. Salary of the 4-H Program Extension Agent

1. The University will determine the total amount of the starting base salary of this position, subject to approval by the County.
2. The 4-H Program Extension Agent will be paid in full by the University according to University policies and procedures and become employees of the University of Florida. The County agrees to pay the salary and benefits at a rate of 100% on a quarterly basis to the University.
3. Salary adjustments, including promotion increases, are determined by the University.
4. In the event that there are personnel management issues with this Faculty, the University and the County will work together to provide counseling and/or corrective action as needed for job improvement.

B. Miscellaneous

1. This Memorandum of Understanding shall be amended only by written amendments, which must be signed by both parties.
2. Either party may terminate this agreement without penalty or cause by giving the other party at least six (6) months written notice of its intent to do so.
3. This agreement shall be effective on April 22, 2003.

Dean and Director
Florida Cooperative Extension Service

Date

Chairman, Board of Lee County Commissioners

Date