

26

**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. - Thirteen Days Prior to BCC Meeting

September 17, 2019

BCC MEETING DATE

TO: Michael D. Wanchick, County Administrator **DATE:** September 10, 2019

FROM: Regina D. Ross, Deputy County Attorney **PHONE:** 904 209-0805

SUBJECT OR TITLE: Agreement for Agricultural Extension Services and Programming

AGENDA TYPE: Consent Agenda, Resolution

BACKGROUND INFORMATION:

On July 3, 2014, the County and the University of Florida entered into an agreement detailing their respective duties and obligations in providing extension services and programs (Agreement). Paragraph 6 of the Agreement provides that, upon mutual written agreement by the parties, the effective term may be extended in 5-year increments. Paragraph 6 also provides that the terms, provisions and conditions contained in the Agreement may be modified by mutual consent of the parties. Here, the County and University seek to continue providing extension services and programs by extending the effective term of the Agreement through and until September 30, 2024, subject to the attached modified terms, provisions and conditions.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No
IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:
INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2019 - ____, approving the terms, provisions, conditions and requirements of the attached agreement between the St. Johns County and the University of Florida to provide extension services and programming, and authorizing the County Administrator, or designee, to execute an agreement in substantially the same form and format as attached hereto on behalf of the County.

For Administration Use Only:
Legal: KS 9/10/2019 **OMB:** N/A **Admin:** pending

Res 2014-169

Agreement for Extension Services

THIS AGREEMENT FOR EXTENSION SERVICES entered into on July 3, 2014 between ST. JOHNS 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 is charged with the dissemination of information on agriculture, family life, horticulture, natural resources, Sea Grant, and youth development through its Cooperative Extension Service to the public in the state of Florida; and

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

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

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

WHEREAS, the Extension Agents will utilize appropriate Extension personnel from the UNIVERSITY 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:

1. PURPOSE

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

University of Florida, IFAS, Extension Service, in partnership with the Florida Boards of County Commissioners.

- b. 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.
- c. This Memorandum of Understanding (hereinafter referred to as "AGREEMENT") establishes the respective responsibilities of the University of Florida, through IFAS Extension Service (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 Service in the COUNTY.

2. GOALS AND OBJECTIVES

The UNIVERSITY and the COUNTY hereby acknowledge the following goals and objectives:

- a. Implement a public education plan to target specific groups such as homeowners, residents, businesses, youth, commercial industry associations, and community groups.
- b. Distribute educational materials to the community.
- c. Conduct equivalent outreach activities.
- d. Regional marketing, branding and other public information and promotional efforts.
- e. Support of the agricultural community through education, research, and consulting.

3. 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.

4. RESPONSIBILITIES

- a. Responsibilities of UNIVERSITY.
 - 1) With respect to county extension faculty (Extension Agents or Program Extension Agent appointments, hereinafter referred to as either "Extension Faculty" or "Extension Agents"), and other support personnel (the non-faculty employees in the extension office), the University shall:

- a) Establish minimum employment requirements and qualifications for extension faculty and staff.
- b) Recruit, interview, screen, and hire candidates for employment as extension faculty and staff.
- c) Establish the total amount of the starting base salaries of extension faculty. COUNTY and UNIVERSITY will jointly determine how much funding each party will contribute for Extension Agent and Staff salaries and benefits. The percentages paid by the COUNTY will be outlined and paid in accordance with Exhibit A.
- d) Pay Extension's proportionate share of the funding for salaries and fringe benefits of Extension Faculty as more specifically set out in ARTICLE V and Exhibit A.
- e) The UNIVERSITY will determine the total dollar amount of any cost-of-living, merit, bonuses, and rank promotion salary increases for each Extension Faculty and Staff and submit the proposed COUNTY's portion of the funding for this figure to the St. Johns County Board of County Commissioners annually through Exhibit A for the Board's review and adoption.

2) With respect to management and administration, Extension shall:

- a) Through the County Extension Director (CED), prepare and submit a proposed annual budget request to the St. Johns County 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. As part of this process, the CED will engage in a joint planning session with County Administration.
- b) Provide in-service training for Extension Faculty and provide funds for official travel to such training and other extension out-of-county program development meetings.
- 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) 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.
- e) Through the District Extension Director (DED) and CED, develop and administer a personnel management plan for Extension Faculty (including CED) and Staff that will provide for an annual review of each Extension Agent and Staff member's performance.

- f) Provide general administrative and supervisory leadership for Extension programs and personnel, in compliance with UNIVERSITY personnel policies and procedures, state and federal Affirmative Action and Equal Employment Opportunity requirements.
- g) Through the CED, 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 COUNTY.
- h) Through the CED, adhere to COUNTY fiscal processes and policies in the administration of operating funds provided by COUNTY.
- i) On a quarterly basis, the CED will provide a report to the County Administrator or designee regarding the progress of Extension programs and services.
- j) The County Administrator or designee will be included as a participant in any planning or advisory committee.

b. Responsibilities of COUNTY.

- 1) With respect to broad program authorization, all extension programs within the COUNTY are subject to the COUNTY authorization and approval. Substantive program changes (additions, deletions, etc.) are subject to COUNTY approval prior to implementation.
- 2) With respect to Extension Faculty and Staff, the COUNTY shall pay the COUNTY’s proportionate share of the funding for salaries and fringe benefits of the Extension Faculty and Staff as more specifically set out in Section 5 and Exhibit A.
- 3) With respect to management and administration, the COUNTY shall:
 - a) Review and consider the annual departmental budget requests from UNIVERSITY and take action thereon as the COUNTY may deem appropriate.
 - b) Provide and maintain the office space, equipment, supplies, utilities (including telephone and internet connection), demonstration materials and vehicles. The COUNTY will provide the following services related to COUNTY-owned equipment.
 - a. Utilities include installation and maintenance of computer network resources (including cabling, switches, routers, UPS), as well as system interface devices (computers), authorized domain access accounts, access to network file shares, web services, and data backup/retention services for disaster recovery.

- b. Within the term of this AGREEMENT, the COUNTY will move towards compliance with meeting at least the minimum UF requirements for computer resources that can be found at <http://www.it.ufl.edu/policies/student-computing-requirements/>.
 - c. Cooperate with authorized UNIVERSITY computer/network support personnel for expansion/repair of required UNIVERSITY services and software.
 - d. All computer/network service requests made by UNIVERSITY locations should be afforded the same consideration, response, and prioritization as other COUNTY departments and services.
 - e. For UNIVERSITY owned equipment, the COUNTY may provide courtesy repair services if requested and resources are available.
 - f. Provide funding and/or vehicles for official county travel (both in-county and out-of-county), and other operational needs of the County Extension office as the COUNTY may deem appropriate.
 - g. All use of COUNTY owned vehicles will be in strict compliance with all COUNTY vehicle policies and requirements.
- 4) Provide a representative as designated by the County Administrator to participate in the advisory committee system referenced in section 4 a. 2) g) above.
- c. General provisions regarding management and administration:
- 1) Extension Faculty shall follow UNIVERSITY policies relative to office hours and holidays.
 - 2) COUNTY shall allow Extension employees access to appropriate COUNTY owned facilities and county owned vehicles in accordance with COUNTY policies and procedures.
 - 3) The parties' respective involvement in funding multi-county agent appointments will be negotiated on a case-by-case basis.
 - 4) Extension Faculty are professional employees exempt from the provisions of the Fair Labor Standards Act. Based upon determined position type Extension TEAMS (staff) may or may not be exempt from the provisions of the Fair Labor Standards Act.

- 5) The Extension program shall follow COUNTY fiscal processes and polices for utilizing COUNTY operating funds.
- 6) Extension Faculty will be permitted to charge appropriate fees to extension program participants. These fees will be retained by UF/IFAS Extension for use in program development and support, agent training, professional presentations, professional membership, reference materials and minor equipment purchases.
 - a) On a quarterly basis, the UNIVERSITY will submit to the COUNTY an accounting of the fees collected.
 - b) The UNIVERSITY Staff will refer persons wishing to rent the Agricultural Center for private events to the St. Johns County Department of Parks and Recreation to complete any applications, waivers, and payment of fees related to facility rental. The University will help facilitate all such rentals.

5. FUNDING AND PAYMENTS

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

Proposed Annual Budget by March 31st or in accordance with the COUNTY's budget calendar – UNIVERSITY will include proposed figures for the COUNTY to begin its budget process.

- c. UNIVERSITY will not charge Facilities and Administrative costs to the COUNTY.
- d. Quarterly, on January 10, April 10, July 10, and October 10, UNIVERSITY will invoice COUNTY for payment of the cost reimbursable and actual payroll expenses incurred during the applicable 3-month period. COUNTY will make payment on these invoices within 30 days of their receipt. UNIVERSITY invoices will be issued in accordance to the "Anticipated Payment Schedule" in Exhibit A.

6. TERM – RENEWAL – MODIFICATION

- a. This AGREEMENT shall be effective as of July 3, 2014 and shall continue through September 30, 2019, unless modified or terminated earlier.
- b. This AGREEMENT may be extended by mutual written agreement of the parties in five (5) year increments. Multiple five (5) year extensions may be granted. All extensions must be formally approved by the Board prior to the end of the then effective term.
- c. Either party may terminate this AGREEMENT at any time, without penalty or cause, by giving one (1) year written notice to the other party.
- d. This AGREEMENT is the entire agreement between the parties and may be modified at any time by mutual consent of both parties evidenced by execution with the same formality.

7. 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.

8. LIABILITY

- a. The UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the UNIVERSITY and the officers, employees, servants, and agents thereof while acting in the scope of their employment by UNIVERSITY. UNIVERSITY, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with such protection being applicable to the UNIVERSITY's officers, employees, servants and agents while acting within the scope of their employment by the UNIVERSITY. 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 UNIVERSITY, the State of Florida, or their agents and agencies to be sued; or (3) a waiver of the sovereign immunity of the UNIVERSITY, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

- b. The COUNTY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the COUNTY and the officers, employees, servants, and agents thereof while acting in the scope of their employment by COUNTY. COUNTY, as a political subdivision of the state of Florida, warrants and represents that it is self-funded for liability insurance, both public and property, with such protection being applicable to the COUNTY's officers, employees, servants and agents while acting within the scope of their employment by the COUNTY. COUNTY AND UNIVERSITY 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 COUNTY or its agents and agencies to be sued; or 3) a waiver of the sovereign immunity of the COUNTY and its agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.
- c. This provision relating to liability, is separate and apart from, and is in no way limited by, any insurance provided by parties hereto pursuant to this AGREEMENT or otherwise.

9. CONTRACTUAL REQUIREMENTS

- a. UNIVERSITY shall maintain all books, records and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. Each party to this AGREEMENT or their authorized representatives shall have reasonable and timely access to such records of each other party to this AGREEMENT for public records purposes during the term of the AGREEMENT and for five (5) years following the termination of this AGREEMENT. If an auditor employed by the COUNTY or Clerk determines that monies paid to the UNIVERSITY pursuant to this AGREEMENT were spent for purposes not authorized by this AGREEMENT, the University shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to the UNIVERSITY.
- b. *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.
- c. *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.

- d. *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.
- e. *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.
- f. *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.
- g. *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.
- h. *Public Records.* The COUNTY and UNIVERSITY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and UNIVERSITY in conjunction with this AGREEMENT; and the COUNTY shall have the right to unilaterally cancel this AGREEMENT upon violation for this provision by UNIVERSITY.

- i. ***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.
- j. ***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.
- k. ***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.
- l. ***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.
- m. ***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.

- n. *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.
- o. *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.

10. NOTICES

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

To County:

St. Johns COUNTY
County Administration
500 San Sebastian View
St. Augustine, FL 32084

To University:

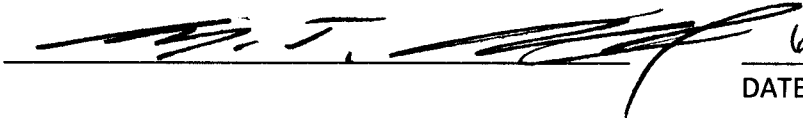
UNIVERSITY OF FLORIDA
Division of Sponsored Research
219 Grinter Hall, PO Box 115500
Gainesville, FL 32611-5500

And copied to

UNIVERSITY OF FLORIDA
IFAS Extension Administration
1062 McCarty Hall D, PO Box 110220
Gainesville, FL 32611-0220

This AGREEMENT is executed by the parties.

FOR COUNTY:



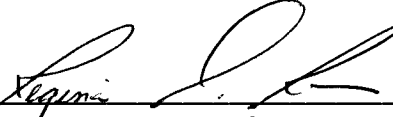
DATE 6/19/14

ATTEST: Clerk of Court



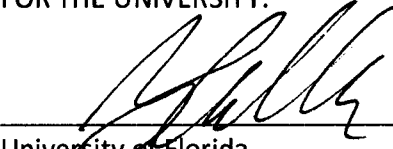
Deputy Clerk

APPROVED AS TO FORM:



County Attorney office
DATE 6/19/14

FOR THE UNIVERSITY:



University of Florida
DATE 6-6-14
Brian C. Miller
Assistant Director of Research

Exhibits:

A: Salary and Benefits of Extension Faculty

Exhibit "A" - 2014-2015 Projected Payroll Budget Actual



Payroll Due to St. Johns County	FY 2014	FY 2015
Cantliffe, Dan	12,239.27	48,957.06
Admin Coordinator	13,043.77	52,175.07
Cooper, Joanne	7,976.46	31,905.83
Sachs, Geralyn	8,232.83	32,931.33
Fuller, Keith D	16,979.05	67,916.18
Wells, Bonnie	17,355.94	69,423.77
Samec, Madeline	13,606.87	54,427.49
McIntosh, William W	11,144.60	44,578.41
Spindler, JR, Christopher	4,476.39	17,905.56
Anderson, Kellie Corin H	12,040.50	48,161.99
Law, Amy P	10,705.63	42,822.50
4-H (Start Date 10/1/14)	-	53,988.48
Total payroll:	127,801.30	565,193.68

Total Due FY 2015-2016 \$ 692,994.98

Please remit invoices to:
 St. Johns County
 Office of Management and Budget
 500 San Sebastian View
 St. Augustine, FL 32084

Contract Agreement is Cost Reimbursable.
 *Quarter of a year expense, 7/1/14 - 9/30/14

St. Johns County Grant
Salary Data B
Annual Salary Projection

07/01/2014 - 09/30/2014

57263410

State	State	State	County	County	County
60.0000%	40.0000%	100.00%			
13,946.93	9,297.95	23,494.88			
3,877.25	2,584.83	6,531.58			
17,824.17	11,882.78	30,026.46			
27.80%					
Supplement: \$250.00					
Annual: \$23,244.88					
Exempt					
Cantliffe, Dan					
Position 0001-6818					11,882.78
					12,239.27

Admin Coordinator

07/01/2014 - 09/30/2014

State	State	State	County	County	County
0.0000%	100.0000%	100.00%			
-	8,697.70	\$8,697.70			
-	3,966.15	3,966.15			
-	12,663.85	12,663.85			
45.60%					
Annual: \$8,697.70					
Non-Exempt Teams					
Admin Coordinator					
					12,663.85
					13,043.77

18264360

Cooper, Joanne

07/01/2014 - 09/30/2014

State	State	State	County	County	County
60.0000%	40.0000%	100.00%			
9,089.36	6,059.57	\$15,148.93			
2,526.84	1,684.56	4,211.40			
11,616.20	7,744.13	19,360.34			
27.80%					
Annual: \$15,148.93					
Exempt					
Cooper, Joanne					
Position-0001-4072					7,744.13
					7,976.46

79642810 State County Total
Sachs, Geralyn Percentage 60.000% 40.000% 100.00%
 07/01/2014 - 09/30/2014 Salary 9,381.50 6,254.34 \$15,635.84
 Faculty Pool Rate: Pooled Fringe 2,608.06 1,738.71 4,346.76
 27.80% Grand Totals 11,989.56 7,993.04 19,982.60
 Exempt
Sachs, Geralyn Annual: \$15,635.84 7,993.04 8,232.83
 Position-0001-4127

State County Total
Fuller, Keith D Percentage 0.000% 100.000% 100.00%
 07/01/2014 - 09/30/2014 Salary - 12,898.68 \$12,898.68
 Faculty Pool Rate: Pooled Fringe - 3,585.83 3,585.83
 27.80% Grand Totals - 16,484.51 16,484.51
 Exempt
Fuller, Keith D Annual: \$12,898.68 16,484.51 16,979.05
 Position-9999-0350

State County Total
Wells, Bonnie Percentage 0.000% 100.000% 100.00%
 07/01/2014 - 09/30/2014 Salary - 13,185.00 \$13,185.00
 Faculty Pool Rate: Pooled Fringe - 3,665.43 3,665.43
 27.80% Grand Totals - 16,850.43 16,850.43
 Exempt
Wells, Bonnie Annual: \$13,185.00 16,850.43 17,355.94
 *start date 4/21/14

		State	County	Total
Samec, Madeline				
07/01/2014 - 09/30/2014				
Faculty Pool Rate:	45.60%			
Percentage		0.000%	100.000%	100.00%
Salary		-	9,073.18	\$9,073.18
Pooled Fringe		-	4,137.37	4,137.37
Grand Totals		-	13,210.56	13,210.56
Non-Exempt Teams				
Samec, Madeline				
Annual:	\$9,073.18			13,210.56
				13,606.87

		State	County	Total
McIntosh, William W				
07/01/2014 - 09/30/2014				
Faculty Pool Rate:	45.60%			
Percentage		0.000%	100.000%	100.00%
Salary		-	7,431.32	\$7,431.32
Pooled Fringe		-	3,388.68	3,388.68
Grand Totals		-	10,820.00	10,820.00
Non-Exempt Teams				
McIntosh, William W				
Annual:	\$7,431.32			10,820.00
				11,144.60

		State	County	Total
Spindler, JR, Christopher				
07/01/2014 - 09/30/2014				
Faculty Pool Rate:	45.60%			
Percentage		0.000%	100.000%	100.00%
Salary		-	2,984.90	\$2,984.90
Pooled Fringe		-	1,361.11	1,361.11
Grand Totals		-	4,346.01	4,346.01
Non-Exempt Teams				
Spindler, JR, Christopher				
Annual:	\$2,984.90			4,346.01
				4,476.39

*Calculated Annual Time based on 1040 annual hours.

	State	County	Total
Anderson, Kellie Corin H			
07/01/2014 - 09/30/2014	0.0000%	100.0000%	100.00%
Faculty Pool Rate: 45.60%	-	8,028.71	\$8,028.71
	-	3,661.09	3,661.09
Grand Totals	-	11,689.80	11,689.80
Non-Exempt Teams			
Anderson, Kellie Corin H			
Annual: \$8,028.71			11,689.80
			12,040.50

	State	County	Total
Law, Amy P			
07/01/2014 - 09/30/2014	0.0000%	100.0000%	100.00%
Faculty Pool Rate: 45.60%	-	7,138.61	\$7,138.61
	-	3,255.20	3,255.20
Grand Totals	-	10,393.81	10,393.81
Non-Exempt Teams			
Law, Amy P			
Annual: \$7,138.61			10,393.81
			10,705.63

	State	County	Total
4-H Position			
07/01/2014 - 09/30/2014	20.0000%	80.0000%	100.00%
Faculty Pool Rate: 45.60%	-	-	\$0.00
	-	-	-
Grand Totals	-	-	-
Exempt			
4-H Position			
Annual: \$0.00			-
			-

St. Johns Total Salary - 3% increase: \$ 127,801.30

**Sullivan County Court
Salary Details
Annual Salary Projection**

10/01/2014 - 09/30/2015

57263410

Cantliffe, Dan

10/01/2014 - 09/30/2015

Faculty Pool Rate:

27.80%

Exempt

Cantliffe, Dan

Supplement: \$1,000.00

Annual: \$92,979.52

Position 0001-6818

State	State	State	State	State	State
60.000%	1,000.00	40.000%	100.00%	100.00%	
55,787.71	278.00	37,191.81	34,790.80	93,979.52	
15,508.98		10,339.32	15,864.60	26,126.31	
71,296.70	1,278.00	47,531.13	50,655.40	120,105.83	
				47,531.13	48,957.06

Admin Coordinator

10/01/2014 - 09/30/2015

Faculty Pool Rate:

45.60%

Non-Exempt Teams

Admin Coordinator

Annual: \$34,790.80

State	State	State	State	State	State
0.000%		100.000%	100.00%	100.00%	
-		34,790.80	34,790.80	\$34,790.80	
-		15,864.60	15,864.60	15,864.60	
-		50,655.40	50,655.40	50,655.40	
				50,655.40	52,175.07

18264360

Cooper, Joanne

10/01/2014 - 09/30/2015

Faculty Pool Rate:

27.80%

Exempt

Cooper, Joanne

Annual: \$60,595.73

Position-0001-4072

State	State	State	State	State	State
60.000%		40.000%	100.00%	100.00%	
36,357.44		24,238.29	24,238.29	\$60,595.73	
10,107.37		6,738.25	6,738.25	16,845.61	
46,464.81		30,976.54	30,976.54	77,441.34	
				30,976.54	31,905.83

796-428-10

Sachs, Gerilyn

10/01/2014 - 09/30/2015

Faculty Pool Rate:

27.80%

Percentage	60.000%
Salary	37,526.02
Pooled Fringe	10,432.23
Grand Totals	47,958.25

Percentage	40.000%
Salary	25,017.34
Pooled Fringe	6,954.82
Grand Totals	31,972.17

Exempt

Sachs, Gerilyn

Position-0001-4127

Annual: \$62,543.36

31,972.17

32,931.33

Fuller, Keith D

10/01/2014 - 09/30/2015

Faculty Pool Rate:

27.80%

Percentage	0.000%
Salary	-
Pooled Fringe	-
Grand Totals	-

Percentage	100.000%
Salary	51,594.71
Pooled Fringe	14,343.33
Grand Totals	65,938.04

Exempt

Fuller, Keith D

Position-9999-0350

Annual: \$51,594.71

65,938.04

67,916.18

Wells, Bonnie

10/01/2014 - 09/30/2015

Faculty Pool Rate:

27.80%

Percentage	0.000%
Salary	-
Pooled Fringe	-
Grand Totals	-

Percentage	100.000%
Salary	52,740.00
Pooled Fringe	14,661.72
Grand Totals	67,401.72

Exempt

Wells, Bonnie

Position-0001-4127

Annual: \$52,740.00

67,401.72

69,423.77

Samec, Madeline
10/01/2014 - 09/30/2015

Faculty Pool Rate:

45.60%

Percentage

Salary

Pooled Fringe

Grand Totals

Non-Exempt Teams

Samec, Madeline

Annual: \$36,292.73

0.000%

100.000%

\$36,292.73

16,549.49

52,842.22

100.00%

McIntosh, William W
10/01/2014 - 09/30/2015

Faculty Pool Rate:

45.60%

Percentage

Salary

Pooled Fringe

Grand Totals

Non-Exempt Teams

McIntosh, William W

Annual: \$29,725.28

0.000%

100.000%

\$29,725.28

13,554.73

43,280.01

100.00%

Spindler, JR, Christopher
10/01/2014 - 09/30/2015

Faculty Pool Rate:

45.60%

Percentage

Salary

Pooled Fringe

Grand Totals

Non-Exempt Teams

Spindler, JR, Christopher

Annual: \$11,939.58

0.000%

100.000%

\$11,939.58

5,444.45

17,384.04

100.00%

*Calculated Annual Time based on 1040 annual hours.

17,905.56

Anderson, Kellie Corin H		State	County	City	Department
10/01/2014 - 09/30/2015	Percentage	0.000%	100.000%	100.00%	100.00%
Faculty Pool Rate: 45.60%	Salary	-	32,114.85	\$32,114.85	
	Pooled Fringe	-	14,644.37	14,644.37	
	Grand Totals	-	46,759.22	46,759.22	
Non-Exempt Teams					
Anderson, Kellie Corin H					48,161.99
Annual: \$32,114.85					

Law, Amy P		State	County	City	Department
10/01/2014 - 09/30/2015	Percentage	0.000%	100.000%	100.00%	100.00%
Faculty Pool Rate: 45.60%	Salary	-	28,554.43	\$28,554.43	
	Pooled Fringe	-	13,020.82	13,020.82	
	Grand Totals	-	41,575.25	41,575.25	
Non-Exempt Teams					
Law, Amy P					42,822.50
Annual: \$28,554.43					

4-H (Start Date 10/1/14)		State	County	City	Department
10/01/2014 - 09/30/2015	Percentage	20.000%	80.000%	100.00%	100.00%
Faculty Pool Rate: 45.60%	Salary	9,000.00	36,000.00	\$45,000.00	
	Pooled Fringe	4,104.00	16,416.00	20,520.00	
	Grand Totals	13,104.00	52,416.00	65,520.00	
Non-Exempt Teams					
4-H (Start Date 10/1/14)					53,988.48
Annual: \$45,000.00					

St. Johns Total Salary - 3% Increase: \$ 565,193.68

Agreement for Extension Services

THIS AGREEMENT FOR EXTENSION SERVICES entered into on September 17, 2019, by and between ST. JOHNS 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, in accordance with Resolution No. 2014-169, on July 3, 2014, the COUNTY and the UNIVERSITY entered into an agreement for extension services (Agreement) detailing their respective duties and obligations in planning and implementing educational programs for growers, families, homeowners, and young people within the COUNTY; and

WHEREAS, paragraph 6 of the Agreement provides that, upon mutual written agreement by the parties, the effective term may be extended; and

WHEREAS, paragraph 6 of the Agreement further provides that the terms, provisions and conditions contained therein may be modified upon mutual consent of the parties; and

WHEREAS, the COUNTY and the UNIVERSITY mutually seek to extend the effective term of the Agreement, subject to the modified terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **TERM.** The Agreement shall be effective through and until September 30, 2024, unless modified or earlier terminated.
2. **PURPOSE.** Paragraph 1 (entitled "Purpose"), subparagraph a of the Agreement shall be modified to read:
 - a. 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 cooperation with the St. Johns County Board of Commissioners.
3. **RESPONSIBILITIES.** Paragraph 4 (entitled "Responsibilities"), subparagraph a of the Agreement shall be modified to read:
 - a. Responsibilities of UNIVERSTIY.

- 1) With respect to the Extension faculty (Extension agents or program Extension agent appointments), and staff (non-faculty employees working in the Extension office), the UNIVERSITY shall:
 - a) Establish minimum employment requirements and qualifications for Extension faculty and staff.
 - b) Recruit, interview, screen, and hire candidates for employment as Extension faculty and staff. The COUNTY reserves the right to approve or disapprove candidates for Extension positions within the COUNTY.
 - c) Establish the total amount of the starting base salaries of Extension faculty and staff. The COUNTY and the UNIVERSITY will jointly determine the amount of funding each party will contribute for Extension faculty and staff salaries and benefits. The annual share of such funding paid by the COUNTY will be outlined in, and paid in accordance with Exhibit A.
 - d) Pay the proportionate share of Extension faculty and staff salaries and fringe benefits as specifically provided in paragraph 5 (entitled "Funding and Payments") and Exhibit A.
 - e) The UNIVERSITY will determine the total dollar amount of any cost-of-living, merit, bonus, and rank promotion salary increases for Extension faculty and staff. The UNIVERSITY will outline the COUNTY's proposed share of such salary increases annually in Exhibit A for the St. Johns County Board of Commissioners' review and final approval.

- 2) With respect to the management and administration of Extension programs and services:
 - a) Annually, through the County Extension Director (CED), prepare and submit a budget request to the St. Johns County Board of Commissioners, detailing the COUNTY's proposed share of funds to be paid for salaries and benefits, operating expenses, equipment and program support for Extension work completed in the COUNTY. In preparing the budget request, the CED will participate with County Administration in at least one joint planning session.
 - b) Provide professional development training for Extension faculty, and fund any travel associated with such training conducted outside of the geographical boundaries of St. Johns County, Florida.
 - c) Provide specialists to train Extension faculty in current technologies. Specialists will also assist Extension faculty in conducting educational programs demonstrating such technologies.
 - d) Provide Extension faculty and staff with official stationery; envelopes; educational materials including (but not limited to) access to the IFAS computer network and software; and postage (subject to the availability of funding).
 - e) Through the District Extension Director (DED) and the CED, develop and administer a personnel management plan that will provide for annual review of each Extension faculty and staff member's performance.
 - f) Provide general administrative and supervisory leadership for Extension programming and personnel in accordance with UNIVERSITY personnel

policies and procedures, as well as state and federal Affirmative Action and Equal Employment Opportunity requirements.

- g) Through the CED, develop and maintain a County advisory committee system to ensure that Extension programs and services are developed based upon the needs and priorities of residents.
- h) Through the CED, conduct at least two (2) meetings annually with local growers, producers and interested residents to solicit input and feedback on the development and implementation of Extension programs and services.
- i) Through the CED, adhere to COUNTY fiscal processes and policies in the administration of funds provided by the COUNTY.
- j) Through the CED, provide quarterly reports to the County Administrator or authorized designee regarding the status of Extension programs and services.
- k) Include the County Administrator or authorized designee as a participant in any planning or advisory committee.

4. Except as modified herein, all the provisions, terms and conditions contained in the Agreement, which are hereby incorporated by reference, shall continue in full force and effect.

IN WITNESS THEREOF, the COUNTY and the UNIVERSITY have caused this agreement to be executed by their duly authorized representatives.

COUNTY

UNIVERSITY

Signature

Signature

Print Name/Title

Print Name/Title

Date

Date

Legal Review:

Legal Review:

Office of the County Attorney

Office of General Counsel

ATTEST: Hunter S. Conrad, Clerk of Court

Deputy Clerk

RESOLUTION NO. 2019 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE UNIVERSITY OF FLORIDA TO PROVIDE EXTENSION SERVICES AND PROGRAMMING

RECITALS

WHEREAS, pursuant to the Smith-Lever Act of May 8, 1014 and applicable laws of the State of Florida, the University of Florida (University), through its Cooperative Extension Service is charged with the dissemination of information on numerous disciplines such as agriculture, horticulture, natural resources, consumer sciences, youth development and family life; and

WHEREAS, in accordance with Resolution No. 2014-169, on July 3, 2014, the County and the University entered into an agreement detailing their respective duties and obligations to provide extension services and programming (Agreement); and

WHEREAS, paragraph 6 of the Agreement provides that, upon mutual written agreement by the parties, the effective term may be extended in 5 year increments; and

WHEREAS, paragraph 6 further provides that, upon mutual consent, the parties may modify the terms, provisions and conditions contained in the Agreement; and

WHEREAS, the County and the University mutually seek to extend the effective term of the Agreement through and until September 30, 2024, subject to the certain modified terms and conditions.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:

1. The above recitals are hereby adopted as findings of fact.
2. The County Administrator, or designee, is hereby authorized to execute an agreement in substantially the same form and format as attached hereto, providing for local extension services and programming through and until September 30, 2024.
3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.
4. This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of Board of County Commissioners of St. Johns County, Florida this _____ day of _____ 2019.

ATTEST: Hunter S. Conrad, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Paul M. Waldron, Chair