

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

**Blue Sheet No. 20061646**

**1. ACTION REQUESTED/PURPOSE:**

Approve the Second Amendment to the Memorandum of Understanding (MOU) between the Board of County Commissioners and the University of Florida for funding and payments related to services provided to the County through the Florida Cooperative Extension Service, a division of the Institute of Food and Agricultural Sciences, University of Florida. This amendment is to add funding detail and payment responsibilities of each party to the original MOU that became effective July 1, 2003.

**2. WHAT ACTION ACCOMPLISHES:** Allows for the addition of more definitive responsibilities of funding and payments related to services provided to the original MOU.

**3. MANAGEMENT RECOMMENDATION:** Approve Second Amendment to the MOU.

<b>4. Departmental Category:</b> C11A		<b>5. Meeting Date:</b> 01/09/07
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	<input type="checkbox"/> Statute	<input type="checkbox"/>
	<input type="checkbox"/> Ordinance	<input type="checkbox"/>
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Other	<input type="checkbox"/>
		<b>8. Request Initiated:</b> Commissioner _____ Department <u>Parks &amp; Recreation</u> Division _____ By: <u>John Yarbrough</u> <i>John Yarbrough</i>

**9. Background:**

At the April 22, 2003, Board of County Commissioners meeting, the Board approved and executed a MOU with the University of Florida which became effective July 1, 2003. This MOU transferred County Extension Services employees whose funding was split between the County and the University to the University. The MOU further outlined that these employees would become solely employed by the University of Florida. The Lee County Board of County Commissioners would reimburse the University for the appropriate percentage of salary per employee. The University would invoice the County on a quarterly basis. Programs and services provided by these employees would not change. Since this original MOU, an amendment was approved and executed by the Board of County Commissioners on May 23, 2006, to add a Florida Yards and Neighborhoods Agent.

The purpose of the Second Amendment is to add funding detail and payment responsibilities of each party for ease of administration with regards to the MOU.

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgn.	
<i>ECM</i> <i>12-16-06</i>				<i>Michael J. Baker</i> <i>12/16/06</i>	<i>CA</i> <i>12/13/06</i>	<i>12/17</i>	<i>12/13/06</i>	<i>12/13/06</i>	<i>[Signature]</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>12/8/06 Sam Y.P.</i>
COUNTY ADMIN FORWARDED TO: <i>12/14 4:30</i> <i>PR</i>

Rec. by CoAtty
Date: <i>12/7/06</i>
Time: <i>3:25pm</i>
Forwarded to: <i>CAD 3:40pm</i>

SECOND AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING

THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006 ("Effective Date") by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as "County" and the Florida Cooperative Extension Service, a division of the Institute of Food and Agricultural Sciences of the University of Florida, hereinafter referred to as "University."

WITNESSETH:

WHEREAS, the COUNTY and UNIVERSITY have entered into a Memorandum of Understanding dated July 1st, 2003, providing for the operation of, and responsibilities relating to, the Lee County Extension program ("MOU"); and

WHEREAS, the COUNTY and UNIVERSITY desire to amend the MOU to establish their respective responsibilities, including funding, and administrative rules regulating the Lee County IFAS Cooperative Extension Service as provided herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

FUNDING AND PAYMENTS

- a) 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 Extension employee's salary, fringe benefits, and operating expenses as outlined by Exhibit A.
- b) Salaries outlined in Exhibit A will be modified and submitted to the COUNTY annually by the UNIVERSITY. Total amount of starting base salary for new positions will be determined by the UNIVERSITY subject to approval by the COUNTY.
- c) The UNIVERSITY will not charge Facilities and Administrative costs to the COUNTY.
- d) Payments shall be made on a quarterly basis as invoiced by the UNIVERSITY. Quarterly payments shall be in the amount as indicated on Exhibit A. Payments will be due on November 10, January 10, April 10 and July 10 of the contract year.
- e) Any unused funds in excess of total expenditures for the fiscal year ending September 30 will be returned to the COUNTY in the form of a check no later than October 10<sup>th</sup>.
- f) 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. Payments of unused leave shall be shared based on the respective

proportionate amount of the faculty and/or staff member's total salary by the UNIVERSITY and COUNTY. If necessary, a "Leave Cash-Out Invoice" will be prepared in addition to normal quarterly invoices in order to reimburse the UNIVERSITY for the COUNTY portion of leave payments.

- g) Salary adjustments, including promotion increases, are determined by the UNIVERSITY.

#### PERIOD OF CONTRACT - RENEWAL - MODIFICATION

This Agreement shall be effective as of October 1<sup>st</sup> 2006 and shall continue through September 30<sup>th</sup> 2011, (pending BOCC approval) unless terminated earlier. At the time of expiration, this Agreement must then be updated as needed and resigned by both parties. The agreement may be modified at any time by mutual consent of both parties herein above. Salary dollar figures in Exhibit A will be submitted annually to the COUNTY for review and approval by the following time table:

- a) Proposed Annual Budget by March 15<sup>th</sup> - UNIVERSITY will include proposed figures for the COUNTY to begin its budget process.
- b) Annual Budget Request by August 15<sup>th</sup> - UNIVERSITY will make necessary adjustments to Exhibit A figures as needed and submit a final budget request to COUNTY for approval.

#### NOTICES

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

To County:

OFFICE OF THE COUNTY CLERK  
P.O. Box 2238  
Ft. Myers, FL 33902-2238

And copied to  
AGRICULTURAL EXTENSION  
3406 Palm Beach Blvd.  
Ft. Myers, FL 33916-3736

To University:

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

and copied to  
UNIVERSITY OF FLORIDA  
IFAS Sponsored Programs  
G022 McCarty Hall-D  
PO Box 110110  
Gainesville, FL 32611-0110

and copied to  
UNIVERSITY OF FLORIDA  
IFAS District Extension Office  
1062 McCarty Hall D  
PO Box 110220  
Gainesville, FL 32611-0220

This Agreement shall be effective on \_\_\_\_\_ .

APPROVED BY:

**FOR COUNTY:**

\_\_\_\_\_  
CHAIR,  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
COUNTY CLERK OF THE COURT

\_\_\_\_\_  
DATE

**FOR THE UNIVERSITY:**

\_\_\_\_\_  
UNIVERSITY OF FLORIDA  
DIVISION OF SPONSORED PROGRAMS

\_\_\_\_\_  
DATE

# Exhibit "A"

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

Payroll Due From County for FY 2007	
Beckford, Fitzroy B	29,242.04
Brown, Stephen	39,412.52
Hill, Celia	38,325.03
Wasno, Robert	26,030.43
Markward, Mary	57,682.00
Becker, Thomas	77,991.26
Headlee, Karen	27,903.77
Total payroll:	<u>296,587.06</u>

TOTAL	
Total Due	296,587.06

Payment Schedule:	
November 10 2006	74,146.77
January 10 2007	74,146.77
April 10 2007	74,146.77
July 10 2007	74,146.77
Total:	<u>296,587.06</u>

Lee County Grant  
Salary Details  
Salary Projection 10/01/2006 - 9/30/2007

		State	County	Total
<b>Beckford, Fitzroy B</b> 10/01/2006-9/30/2007	Percentage	60.000%	40.000%	100.00%
	Salary	31,873.35	21,248.90	53,122.25
	FICA Medicare/9.1%	2,900.47	1,933.65	4,834.12
	FRS Retirement/9.85%	3,139.52	2,093.02	5,232.54
	Health Insurance/Family/\$8591.04 (10/2006-02/2007)	2,147.76	1,431.84	3,579.60
	Health Insurance/Family/\$9451.20 (03/2007-10/2007)	3,307.92	2,205.28	5,513.20
	Life/.45%	143.43	95.62	239.05
	Worker's Comp-.98%/Unem Comp-.12%	350.61	233.74	584.34
Grand Totals	43,863.07	29,242.04	73,105.11	

**Beckford, Fitzroy B**

Total Due from Cty	<b>29,242.04</b>
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		State	County	total
<b>Brown, Stephen</b> 10/01/2006-9/30/2007	Percentage	60.000%	40.000%	100.00%
	Salary	44,533.70	29,689.13	74,222.83
	FICA Medicare/9.1%	4,052.57	2,701.71	6,754.28
	FRS Retirement/9.85%	4,386.57	2,924.38	7,310.95
	Health Insurance/Family/\$8591.04 (10/2006-02/2007)	2,147.76	1,431.84	3,579.60
	Health Insurance/Family/\$9451.20 (03/2007-10/2007)	3,307.92	2,205.28	5,513.20
	Life/.45%	200.40	133.60	334.00
	Worker's Comp-.98%/Unem Comp-.12%	489.87	326.58	816.45
Grand Totals	59,118.79	39,412.52	98,531.31	

**Brown, Stephen**

Total Due from Cty	<b>39,412.52</b>
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		State	County	total
<b>Hill,Celia</b>	Percentage	60.000%	<b>40.000%</b>	100.00%
<b>10/01/2006-9/30/2007</b>	Salary	45,528.68	<b>30,352.45</b>	<b>75,881.13</b>
	FICA Medicare/9.1%	4,143.11	<b>2,762.07</b>	6,905.18
	FRS Retirement/9.85%	4,484.57	<b>2,989.72</b>	7,474.29
	Health Insurance/Single/\$4,153.92 (10/2006-02/2007)	1,038.48	<b>692.32</b>	1,730.80
	Health Insurance/Single/\$4,534.32 (03/2007-10/2007)	1,587.01	<b>1,058.01</b>	2,645.02
	Life Insurance/.45%	204.88	<b>136.59</b>	341.47
	Worker's Comp-.98%/Unem Comp-.12%	500.82	<b>333.88</b>	834.69
	<b>Grand Totals</b>	<b>57,487.55</b>	<b>38,325.03</b>	<b>95,812.58</b>

Hill,Celia

Total Due from Cty	<b>38,325.03</b>
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		State	County	total
<b>Wasno,Robert</b>	Percentage	60.000%	<b>40.000%</b>	100.00%
<b>10/01/2006-9/30/2007</b>	Salary	30,149.13	<b>20,099.42</b>	<b>50,248.55</b>
	FICA Medicare/9.1%	2,743.57	<b>1,829.05</b>	4,572.62
	FRS Retirement/9.85%	2,969.69	<b>1,979.79</b>	4,949.48
	Health Insurance/Single/\$4,153.92 (10/2006-02/2007)	1,038.48	<b>692.32</b>	1,730.80
	Health Insurance/Single/\$4,534.32 (03/2007-10/2007)	1,587.01	<b>1,058.01</b>	2,645.02
	Life Insurance/.45%	226.12	<b>150.75</b>	376.86
	Worker's Comp-.98%/Unem Comp-.12%	331.64	<b>221.09</b>	552.73
	<b>Grand Totals</b>	<b>39,045.64</b>	<b>26,030.43</b>	<b>65,076.07</b>

Wasno,Robert

Total Due from Cty	<b>26,030.43</b>
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	State	County	total
<b>Markward, Mary</b>	Percentage	<b>100.000%</b>	100.00%
<b>10/01/2006-9/30/2007</b>	Salary -	<b>40,129.83</b>	<b>40,129.83</b>
	FICA Medicare/9.1%	<b>3,651.81</b>	3,651.81
	ORP Retirement/10.43%	<b>4,185.54</b>	4,185.54
	Health Insurance/Family/\$8591.04 (10/2006-02/2007)	<b>3,579.60</b>	3,579.60
	Health Insurance/Family/\$9451.20 (03/2007-10/2007)	<b>5,513.20</b>	5,513.20
	Life/.45%	<b>180.58</b>	180.58
	Worker's Comp-.98%/Unem Comp-.12%	<b>441.43</b>	441.43
	Grand Totals -	<b>57,682.00</b>	57,682.00

Markward, Mary

Total Due from City	<b>57,682.00</b>
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	State	County	total
<b>Becker, Thomas</b>	Percentage	<b>100.000%</b>	100.00%
<b>10/01/2006-9/30/2007</b>	Salary -	<b>56,903.26</b>	<b>56,903.26</b>
	FICA Medicare/9.1%	<b>5,178.20</b>	5,178.20
	ORP Retirement/10.43%	<b>5,935.01</b>	5,935.01
	Health Insurance/Family/\$8591.04 (10/2006-02/2007)	<b>3,579.60</b>	3,579.60
	Health Insurance/Family/\$9451.20 (03/2007-10/2007)	<b>5,513.20</b>	5,513.20
	Life/.45%	<b>256.06</b>	256.06
	Worker's Comp-.98%/Unem Comp-.12%	<b>625.94</b>	625.94
	Grand Totals -	<b>77,991.26</b>	77,991.26

Becker, Thomas

Total Due from City	<b>77,991.26</b>
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Headlee, Karen		10/01/2006-9/30/2007	
Percentage	State	County	Total
60.000%	29,988.45	19,992.30	49,980.75
Salary			
FICA Medicare/9.1%	2,728.95	1,819.30	4,548.25
ORP Retirement/10.43%	3,127.80	2,065.20	5,212.99
Health Insurance/Family/\$8591.04 (10/2006-02/2007)	2,147.76	1,431.84	3,579.60
Health Insurance/Family/\$9451.20 (03/2007-10/2007)	3,307.92	2,205.28	5,513.20
Life Insurance/.45%	224.91	149.94	374.86
Worker's Comp-.98%/Unem Comp-.12%	329.87	219.92	549.79
Grand Totals	41,855.66	27,903.77	69,759.43
		Total Due from	27,903.77
		CN	