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BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

PLACEMENT: DEPARTMENTAL

PRESET:

TITLE: REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF FLORIDA AND MARTIN COUNTY, BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM DATES:

| | |
|------------------------------|--|
| MEETING DATE: 4/7/2015 | COUNTY ATTORNEY: 3/16/2015 |
| COMPLETED DATE: 3/26/2015 | ASSISTANT COUNTY ADMINISTRATOR: 3/23/2015 |

| REQUESTED BY: | DEPARTMENT: | PREPARED BY: |
|---|----------------------|-------------------------------|
| Name: Joe Schaefer, Professor and District Extensions Director | Parks and Recreation | Kevin V. Abbate |
| Name: | | Parks and Recreation Director |

Procedures: None

EXECUTIVE SUMMARY:

The University of Florida (University), Extension Services Program of Martin County has requested to formalize the relationship with the Martin County, Board of County Commissioners (BOCC) via a Memorandum of Understanding (MOU) to establish the respective responsibilities of each party and outline Goals and Objectives of the program.

APPROVAL:

ADM
LEG
ACA
CA

BACKGROUND/RELATED STRATEGIC GOAL:

The University and the BOCC have funded the Extension Service Program for Martin County for 59 years. The Extension Services Program oversees the following program and services for Martin County.

1. Florida Yards and Neighbors
2. Master Gardener Program
3. 4-H Youth Development
4. Family and Consumer Sciences
5. Family Nutrition Program

The BOCC, University and a USDA Grant fund the operations of the Family Nutrition Program. Saint Lucie County and the City of Stuart share in the funding responsibilities for the Florida Yards and Neighborhoods Program which is outlined in an Interlocal Agreement.

The MOU provides for the following:

1. Contract (MOU) Drafted by:

This MOU was drafted by the Parks & Recreation Department and County Attorney's Office.

2. Parties to the Contract:

This is an agreement between the BOCC and University.

3. Purpose of the Contract:

To establish the responsibilities of each party and outline the Goals and Objectives as listed in the MOU.

4. New / Renewal / Modified:

This is a new MOU between the County and University.

5. Duration of the Contract:

The term of the agreement shall begin April 7, 2015 and shall continue through and until September 30, 2019.

6. Benefits to the County:

The Extension Services Program provides oversight for all of the programs listed above to Martin County residents.

7. Cost of the Contract to the County

The BOCC approved budget for FY2015 is \$237,918. No additional funds are being requested.

ISSUES:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

RECOMMENDED ACTION:**RECOMMENDATION**

Move that the Board approve the Memorandum of Understanding between the University of Florida and Martin County Board of County Commissioners.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:**RECOMMENDATION**

None

| Funding Source | County Funds | Non-County Funds | Authorization |
|----------------|--------------|------------------|---------------|
| | | | |
| | | | |
| | | | |
| Subtotal | | | |

| | |
|---------------|--|
| Project Total | |
|---------------|--|

ALTERNATIVE RECOMMENDATIONS

n/a

DOCUMENT(S) REQUIRING ACTION:

| | | |
|--|---------------------------------------|---|
| <input type="checkbox"/> Budget Transfer / Amendment | <input type="checkbox"/> Chair Letter | <input type="checkbox"/> Contract / Agreement |
| <input type="checkbox"/> Grant / Application | <input type="checkbox"/> Notice | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Resolution | |

ROUTING:

| | | | | | | |
|-------|-------|-------|-------|-------|-------|-------|
| X ADM | _ BLD | _ CDD | _ COM | _ ENG | _ FRD | _ GMD |
| _ GSD | _ ITS | _ LIB | _ MCA | _ MPO | _ PRD | _ USD |
| X CA | X ACA | X LEG | | | | |

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into on April 7, 2015 between Martin 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" establishes the respective responsibilities of the UNIVERSITY and the COUNTY in providing Cooperative Extension services.

RECITALS

WHEREAS, under the laws of the State of Florida and the Smith-Lever Act of May 8, 1914 (7 U.S.C. 341, et seq.), 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 Specialists 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 (hereinafter referred to as "Extension Programs"); and

WHEREAS, pursuant to Section 1004.37, Florida Statutes, the UNIVERSITY is responsible for providing local Extension Faculty [including the County Extension Director (CED) and Extension Agents] to support the Extension Programs; and

WHEREAS, said programs will be developed in the COUNTY by Extension Faculty who work directly with local advisory committees and Extension personnel to implement the UNIVERSITY'S programs within the COUNTY; and

WHEREAS, Extension Faculty will use appropriate Extension personnel and educational methods including the program development process, area subject matter information and other materials or methods as deemed necessary by Extension Faculty in various program areas to conduct the Extension Programs.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. PURPOSE

The Florida Cooperative Extension Service (FCES) 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, community development, energy conservation, and other programs deemed necessary. The FCES makes the findings of research in these areas available to the people of Florida

through the UNIVERSITY, IFAS, Extension Service, in partnership with the Florida Counties Boards of County Commissioners.

To assure that educational programs meet the needs of local clientele, and comply with Title XLVIII, Chapter 1004, Section 1004.37 of the Florida Statutes, it is essential that the UNIVERSITY and the COUNTY identify respective responsibilities. Accordingly, the purpose of this AGREEMENT is to specify the terms under which the UNIVERSITY will provide academic personnel, educational, technical and research information to the COUNTY.

2. GOALS AND OBJECTIVES

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

- a. Conduct needs assessments to determine which Extension Programs are of greatest priority.
- b. Implement a public education plan to target specific groups such as agricultural and horticultural producers, homeowners, residents, businesses, youth, commercial industry associations, and community groups that can benefit the most from Extension Programs.
- c. Distribute and use educational materials that emphasize important Extension Program concepts to the community.
- d. Evaluate progress toward achieving Extension Program objectives.
- e. Develop and implement a marketing effort designed to enhance visibility of Extension Program activities and accomplishments.

3. TERMINATION OF POSITION AND SERVICES

This AGREEMENT may be terminated upon either the COUNTY or the UNIVERSITY providing at least one (1) year advance written notice to the other party of such notice of termination. Consistent with other provisions of this AGREEMENT, the UNIVERSITY shall be compensated for any services and/or expenses that are both authorized under this AGREEMENT and that are performed and/or accrue up to the termination of this AGREEMENT.

4. RESPONSIBILITIES

- a. Responsibilities of UNIVERSITY.
 - i. With respect to Extension Faculty (see Exhibit A),
 1. The UNIVERSITY shall:
 - a) Consider Extension Faculty to be employees of the UNIVERSITY who provide certain services to the COUNTY according to this AGREEMENT and Section 1004.37, Florida Statutes.

- b) Pay the salary and fringe benefits of Extension Faculty with a combination of state funds and funds received from the COUNTY as specified in Exhibit A.
 - c) Establish minimum employment requirements and qualifications for Extension Faculty.
 - d) Recruit, interview and screen candidates for employment as Extension Faculty.
 - e) 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.
 - f) Establish the total amount of the starting base salaries of Extension Faculty.
- 2. 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 submit the COUNTY's portion of this figure to the COUNTY annually as set forth in section 5.b.
- ii. With respect to management and administration, the UNIVERSITY shall:
 - 1. Through the CED in consultation with the District Extension Director (DED), prepare and submit an annual budget request to the Board of County Commissioners for the COUNTY's share of funds for salaries and fringe benefits (see section 5.b.).
 - 2. Provide in-service training for Extension Faculty and contribute funds for official travel to such trainings and other Extension out-of-county program development meetings.
 - 3. Provide a staff of state Extension Specialists to train Extension Faculty in current subject matter areas and technology, and to assist Extension Faculty in the conduct of educational programs in these areas.
 - 4. 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.
 - 5. Develop and administer a personnel management plan for Extension Faculty that will provide for an annual review of each Extension Faculty's performance. The CED's performance will be evaluated by the DED in compliance with UNIVERSITY personnel policies and procedures following the DED's receipt of input and feedback about CED's performance from COUNTY Administrator or designee.
 - 6. 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 the county.

7. Apply the policies and procedures of the UNIVERSITY in managing Extension Faculty.
- b. Responsibilities of COUNTY.
- i. With respect to Extension Faculty, the COUNTY shall:
 1. Defer to the UNIVERSITY's hiring practices and review upon request to UNIVERSITY's recommended applicants prior to hiring. (See Section 1004.37, Florida Statutes for details.)
 2. Defer to the UNIVERSITY's employment practices for all Extension Faculty.
 3. Pay to the UNIVERSITY the COUNTY's proportionate share of the salaries and fringe benefits of the Extension Faculty as specifically set forth in Exhibit A.
 4. Retain funds for operating expenses, equipment, maintenance of facilities and vehicles, and other program support for county Extension work in the COUNTY Extension budget.
 5. Allow the CED, on behalf of the COUNTY, to manage Extension Office support staff members according to COUNTY policies and procedures.
 - ii. With respect to management and administration, the COUNTY shall:
 1. Review and consider the annual Extension unit budget requests from UNIVERSITY and take action thereon as the COUNTY deems appropriate.
 2. Provide office space, support services, equipment, supplies, utilities (including telephone and internet connections), demonstration materials, and funding and/or vehicles for official county travel (both in-county and out-of-county), and other operational needs for the Extension Office as the COUNTY may deem appropriate and in accordance with COUNTY policy.
 3. Permit the use of the COUNTY's parks facilities free of charge for Extension Programs. The request for COUNTY park facilities must be made in advance and must not conflict with COUNTY programs or limit the ability for revenue generation by requesting dates during peak seasons. Request for revenue generating facilities such as Sailfish Splash Waterpark, the Mansion at Tuckahoe or similar sites may not be considered and will be at the sole discretion of the Parks and Recreation Director.
 4. Allow Extension Faculty to operate county vehicles.
 5. Provide support staff for the Extension Office.
- c. General Provisions.
- i. Management and Administration.
 1. Extension Faculty shall follow COUNTY policies relative to office hours and holidays.

2. Extension Faculty appointments will be made cooperatively in accordance with Section 1004.37, Florida Statutes.
3. The CED is responsible for operating the Extension Office in Martin County under the joint direction of the UNIVERSITY's Dean for Extension or designee and the COUNTY Administrator or designee.
4. Extension Faculty are professional employees exempt from the provisions of the Fair Labor Standards Act in accordance with UNIVERSITY policies.
5. Extension Faculty will participate in UNIVERSITY insurance policies including life, health, accident and other policies. The COUNTY will pay its proportion of fringe benefits as set forth in Exhibit A.
6. UNIVERSITY and COUNTY will cooperate in coordinating and complying with state and federal Affirmative Action, Equal Employment Opportunity and Americans with Disabilities Act requirements to allow participation in all Extension Programs. Paying the cost of required Extension Program modifications for compliance is a mutual responsibility of the UNIVERSITY and the COUNTY. When the need arises, both parties agree to provide partial support as budgets allow.

5. FUNDING AND PAYMENTS

- a. The COUNTY agrees to pay the UNIVERSITY sums indicated in Exhibit A towards salary and fringe benefit expenses for county Extension Faculty. This total sum represents the COUNTY's share of funding the Extension Faculty's salary and fringe benefits.
- b. Salary and fringe benefit outlined 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. 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 April 15th. UNIVERSITY will include proposed figures for the COUNTY to begin its budget process.
 - Annual budget request by June 15th. UNIVERSITY will make necessary adjustments to Exhibit A figures as needed and then will submit a final budget request to COUNTY for approval.
- c. The COUNTY will not be responsible for paying the indicated percentage for the portion of time a position is vacant.
- d. Quarterly payments shall be cost reimbursable and based on actual payroll expenses incurred during the quarter. Expected COUNTY payment due dates will be not later

than 45 days after the receipt of UNIVERSITY invoices. UNIVERSITY invoices will be issued in accordance to the "Budget Payment Schedule" in Exhibit A.

- e. Quarterly invoices submitted by the UNIVERSITY to the COUNTY should be sent directly to the following address on record at the UNIVERSITY. The address as of the date of this AGREEMENT is:

Martin County Board of County Commissioners
Parks and Recreation, 1st floor
2401 SE Monterey Rd
Stuart, FL 34996

- f. The policies established by the UNIVERSITY in administering travel and leave, including annual, sick, military leave, and regarding payment of unused annual and sick leave upon separation, shall apply to all Extension Faculty.
- g. The COUNTY may elect to pay an annual salary supplement to Extension Faculty. The COUNTY shall fund 100% of the salary supplement, including salaries, fringe benefits, and worker's compensation, and will pay this sum to the UNIVERSITY during the COUNTY's quarterly payment as indicated in Exhibit A. Any salary supplement will be included in the annual County Budget Report that is sent to the UNIVERSITY each year. Upon receipt, if needed, the UNIVERSITY will update the salary projections in updated Exhibit A and adjust the quarterly billings to accommodate the salary supplement.

6. AGREEMENT TERM – RENEWAL – AMENDMENT

- a. Term – The term of this AGREEMENT shall begin April 7, 2015 and shall continue through and until September 30, 2019.
- b. Renewal – Either the COUNTY or the UNIVERSITY may request in writing a renewal of this AGREEMENT 90 days before the term expires. If the renewal request is acceptable to the other party, then such party shall approve the renewal request, in writing. This AGREEMENT may be renewed for up to an additional five (5) year term.
- c. Amendment – Both the COUNTY and UNIVERSITY acknowledge that this AGREEMENT constitutes the complete agreement and understanding of the parties. Further, both the COUNTY and the UNIVERSITY acknowledge that any change, amendment, modification, revision, extension or renewal of this AGREEMENT (other than termination, as noted elsewhere in this AGREEMENT) shall be in writing, and shall be executed by duly authorized representatives of both the COUNTY and the UNIVERSITY.

7. MAINTENANCE OF RECORDS

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 this AGREEMENT and for five (5) years following the 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. If an independent auditor retained by the COUNTY 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, Florida Statutes, running from the date the monies were paid to the UNIVERSITY.

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 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, the COUNTY, or their agents and agencies to be sued; or (3) a waiver of the sovereign immunity of the UNIVERSITY, the State of Florida, the COUNTY, 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.
- 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.

The UNIVERSITY and COUNTY 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 either party hereto to be sued; or (3) a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes.

9. CONTRACTUAL REQUIREMENTS

- a. Governing Law and Venue. This AGREEMENT shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this AGREEMENT shall be in Martin County, Florida.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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 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.
- g. Public Access. 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 of this provision by UNIVERSITY.

- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. The UNIVERSITY is self-insured for worker's compensation, general liability and automobile liability through the State of Florida's Risk Management Trust Fund. Throughout the term of this AGREEMENT, the UNIVERSITY will carry insurance that meets the requirements of Florida law applicable to state entities. As of the date of

this AGREEMENT, such insurance covers UNIVERSITY employees and volunteers, as defined in Section 110.502, Florida Statutes.

- 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.
- p. Laws. The COUNTY and UNIVERSITY agree to abide by applicable federal, state, and local laws and regulations in its performance under 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: (1) hand delivery to the other party; (2) delivery by commercial overnight courier service; or (3) mailed by registered or certified mail (postage prepaid), return receipt requested. For the purposes of notice the addresses are:

To County:

Martin County BOCC
Attn: Parks and Recreation
2401 SE Monterey Rd
Stuart, FL 34996

To University:

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

and copies to:

Martin County BOCC
Attn: County Attorney
2401 SE Monterey Rd
Stuart, FL 34996

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

This AGREEMENT shall be effective on April 7, 2015.

APPROVED BY

FOR COUNTY:

BY: Its Board of County Commissioners

Ed Fielding, Chairman

Date

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court
and Comptroller

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Michael D. Durham, County Attorney

Date

FOR THE UNIVERSITY OF FLORIDA:

Division of Sponsored Research

Date

EXHIBIT "A"

**Martin County Grant
FY 2015 Summary
Salary Projection 01/01/2015 - 10/30/2015
Prepared 01/13/2015**

| Payroll Due from County | FY 2015 |
|--------------------------------|----------------|
| Gellerman, Jeffrey P | 26,641.74 |
| Goodiel, Yvette | 17,770.59 |

Totals: **44,412.33**

Total payroll Due:

| Budget Payment Schedule: | |
|--------------------------|------------------|
| January 10 2015 | 14,804.11 |
| April 10 2015 | 14,804.11 |
| July 10 2015 | 14,804.11 |
| Total: | 44,412.33 |

*Contract is Cost Reimbursable

Please remit invoices to:
Martin County Board of County Commissioners
Attn: Mary McNulty
2614 SE Dixie Hwy
Stuart, FL 34996

Martin County CED Grant
Salary Details

Salary Projection 01/01/2015 - 9/30/2015

| 01/1/15 - 09/30/15 | | 35217040 | | State | County | Total | Funding Period 1/1/15 - 9/30/15 |
|-----------------------------|--|---------------------|--|----------------|-----------|-----------|------------------------------------|
| Gellerman, Jeffrey P | | | | Percentage | 62.866% | 37.134% | 100.00% |
| Faculty Pool Rate | | | | Salary | 47,055.96 | 27,795.24 | \$74,851.20 |
| | | 27.80% | | Pooled Fringe | 13,081.56 | 7,727.08 | 20,808.63 |
| Grand Totals | | | | | 60,137.51 | 35,522.32 | 95,659.83 |
| Exempt | | | | Total Due from | | | |
| Gellerman, Jeffrey P | | | | Cty | | 35,522.32 | 26,641.74 |
| | | Annual: \$74,851.20 | | | | | |
| | | 85868998 | | State | County | Total | Funding Period 1/1/15 - 9/30/15 |
| Goodiel, Yvette | | | | Percentage | 66.216% | 33.784% | 100.00% |
| Faculty Pool Rate | | | | Salary | 36,338.31 | 18,540.00 | \$54,878.31 |
| | | 27.80% | | Pooled Fringe | 10,102.05 | 5,154.12 | 15,256.17 |
| Grand Totals | | | | | 46,440.36 | 23,694.12 | 70,134.48 |
| Exempt | | | | Total Due from | | | |
| Goodiel, Yvette | | | | Cty | | 23,694.12 | 17,770.59 |
| | | Annual: \$54,878.31 | | | | | |

\$ 44,412.33