



Interoffice Memorandum

November 4, 2022

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Dr. Tracy Salem, Deputy Director
Community and Family Services Department

A handwritten signature in black ink, appearing to read "Dr. Tracy Salem".

FROM: Kevin F. Camm, Division Manager
Cooperative Extension Division

SUBJECT: Consent Agenda Item – November 15, 2022
Cooperative Extension Division Employment Agreement

Cooperative Extension in Orange County is administered through, and supported by, the University of Florida in collaboration with Orange County Government under a Memorandum of Understanding (MOU) that was agreed upon in 2009.

The MOU has been updated to a Memorandum of Agreement (MOA), which covers the University of Florida and Orange County partnership and employees of both UF/IFAS Extension and Orange County. The revised MOA addresses a few topics affecting the employees, including administration of leave time.

The University will assume 100% administration of leave time for UF/IFAS Faculty members. However, there is an outstanding leave balance on the County's side. To eliminate liability of accrued leave time and acquire a zero balance on the books for the County, an equitable distribution for all leave balances (personal and term) will need to be made. Personal leave will be paid out as per guidelines. A one-time exception is requested to prorate and pay out term leave hours accumulated.

ACTION REQUESTED: Approval and execution of Agreement by and between Orange County, Florida and the University of Florida Board of Trustees for a one-time exception to prorate and pay out accumulated term leave hours for UF/IFAS Extension Faculty members. All Districts.

KC/jamh

Attachment(s)

c: Carla Bell Johnson, AICP, Deputy County Administrator
Lisa Snead, Assistant County Administrator
Lavon B. Williams, Esq., AICP, Deputy Director, Community and Family Services

BCC Mtg. Date: November 15, 2022

AGREEMENT

This Agreement (hereinafter "AGREEMENT") is made and entered into by and between Orange County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the University of Florida Board of Trustees, a public body corporate of the State of Florida (hereinafter "UNIVERSITY"), (hereinafter, when referred to individually as "Party" or collectively as "Parties").

WITNESSETH

WHEREAS, under the laws of the State of Florida and the Smith-Lever Act of May 8, 1914 (38 Statute 372), the University of Florida, through its Cooperative Extension Service (Extension), is charged with disseminating the latest knowledge and applicable technologies in agriculture, human and natural resources, and the life sciences to the public in order to sustain and enhance the quality of human life in the State of Florida; and

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

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

WHEREAS, said programs will be developed and implemented in the County by Extension Faculty employed by UNIVERSITY, with support from COUNTY, to work directly with local advisory committees and Extension Personnel; and

WHEREAS, the Extension Faculty will use appropriate Extension Personnel from the University of Florida and the County and educational methods including the program development process, area subject matter information and other materials or methods as deemed necessary by Extension Faculty 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:

PURPOSE

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

To ensure 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 and COUNTY identify respective responsibilities.

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

ARTICLE 1. DEFINITIONS

- 1.1 **Board.** The Board of County Commissioners of Orange County, Florida.
- 1.2 **County Administrator.** The administrative head of COUNTY appointed by the Board.
- 1.3 **County Attorney.** The chief legal counsel for COUNTY appointed by the Board.
- 1.4 **County Extension Director or "CED."** The employee of UNIVERSITY responsible for the administration of the County Extension Services and the administrative contact for the Programs described herein.
- 1.5 **District Extension Director or "DED."** The District Director for the Florida Cooperative Extension Service responsible for the supervision of the County Extension Director and County Extension Faculty.
- 1.6 **Department.** UF/IFAS Extension Orange County will be a Division under the Community and Family Services Department.
- 1.7 **Extension Education Building.** The County-owned building located on the Premises described herein for UNIVERSITY to provide the Extension Services under this AGREEMENT.
- 1.8 **Extension Faculty.** The employees of UNIVERSITY responsible for providing the Extension Services including, but not limited to, research, teaching, and program management for the Programs described herein. This includes both permanent status and non-permanent status accruing Faculty.
- 1.9 **Extension Services.** The Programs, events, and other activities described herein.
- 1.10 **Extension Specialists.** The Faculty of UNIVERSITY at Assistant, Associate, or Full Professor level with at least 30% assigned Extension FTE (Full Time Equivalent) who generate research-based information and translate it to solve problems or address issues in agriculture, horticulture, water and natural resources, family and consumer sciences, and youth development.
- 1.11 **Multi-County Extension Faculty.** The employees of UNIVERSITY responsible for providing Extension Services in more than one county. Extension services include, but are not limited to, research, teaching, and program management for the Programs described herein.

- 1.12 **Premises.** The Extension Education Building, grounds and the parking area located at 6021 S. Conway Rd., Orlando, FL 32812.
- 1.13 **Programs.** The various educational programs and services provided by UNIVERSITY for homeowners, residents, businesses, youth, commercial industry associations, and community groups as part of the Extension Services provided under this AGREEMENT.
- 1.14 **Subcontractor.** A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof approved by COUNTY to provide any of the Extension Services for UNIVERSITY under this AGREEMENT. The term Subcontractor excludes any independent contractors/vendors who come onto the Premises to make deliveries of any goods for, or relating to, the Extension Services, or such persons who collaborate with Extension Faculty to provide any portion of the Programs under the Extension Services for adults.

ARTICLE 2. GOALS AND OBJECTIVES

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

ARTICLE 3. RESPONSIBILITIES

The responsibilities of COUNTY and UNIVERSITY relating to the Extension Services provided under the AGREEMENT shall be as follows:

- 3.1 With respect to hiring Extension Faculty,
 - 3.1.1 UNIVERSITY and COUNTY will hold joint discussion and agree on whether to fill vacancies in positions of Extension Faculty.
 - 3.1.2 UNIVERSITY will establish minimum employment requirements and qualifications for Extension Faculty.
 - 3.1.3 UNIVERSITY will recruit, interview and screen candidates for employment as Extension Faculty.
 - 3.1.4 UNIVERSITY will recommend qualified applicants to the COUNTY for appointment of the CED in accordance with the provisions of Section 1004.37, Florida Statutes.

- 3.1.5 With respect to salaries of Extension Faculty,
 - 3.1.5.1 Before hire, UNIVERSITY and COUNTY will establish the proportion of the starting base salaries of Extension Faculty that each Party will pay.
 - 3.1.5.2 UNIVERSITY will determine the total amount of the starting base salary of Extension Faculty.
 - 3.1.5.3 As outlined in Article 5; Exhibit A, UNIVERSITY and COUNTY will each pay its own respective portion of all salaries and fringe benefits for Extension Faculty but will not be responsible for payment of the other Party's portion.
 - 3.1.5.4 UNIVERSITY will determine the total dollar amount of Salary including but not limited to, cost-of-living, merit, bonuses, higher education, and rank promotion salary increases for each Extension Faculty and submit the COUNTY'S portion of this figure to COUNTY annually through Exhibit A.
- 3.2 Responsibilities of UNIVERSITY:
 - 3.2.1 Through the County Extension Director (CED), prepare and submit an annual budget request to the County Administrator or designee for the County's contribution of funds for salaries, operating expenses, equipment, and other program support for Extension Services.
 - 3.2.2 Provide in-service training for Extension Faculty and provide funds for official travel to such training.
 - 3.2.3 Provide a staff of state Extension Specialists to train Extension Faculty in current technology and assist Extension Faculty in the conduction of education programs in these areas.
 - 3.2.4 To the extent the UF/IFAS Extension budget will allow, provide Extension Faculty with official Extension stationery and envelope templates, postage, educational material content, and an account to access the IFAS computer network and software.
 - 3.2.5 Develop and administer a personnel management plan for Extension Faculty that will provide for an annual review of each Extension Faculty's performance, including the CED, whose performance will be evaluated by the District Extension Director (DED).
 - 3.2.6 Provide general administrative and supervisory leadership for Extension programs and personnel, in compliance with UNIVERSITY personnel and administrative policies and procedures, plus state and federal Civil Rights and Equal Employment Opportunity requirements.
 - 3.2.7 Develop and maintain a County Advisory Committee system using Practices found in the UF/IFAS Extension publication "Advisory Committees, A Guide for UF/IFAS Extension Faculty" to ensure that Extension programs are based on the needs and priorities of the people in the County.
- 3.3 Responsibilities of COUNTY:
 - 3.3.1 With respect to Extension Faculty, COUNTY shall:

- 3.3.1.1 Pay COUNTY's agreed share of salary and fringe benefits of Extension Faculty as more specifically set out in Section 5; Exhibit A.
- 3.3.2 With respect to Management and Administration, COUNTY shall:
 - 3.3.2.1 Review and consider the annual departmental budget requests from UNIVERSITY and act thereon as COUNTY may deem appropriate.
 - 3.3.2.2 Provide salaries and fringe benefits for Program Assistants, clerical, maintenance, and other support personnel for effective operation of the County Extension Office.
 - 3.3.2.3 Provide office and teaching space, equipment, supplies, utilities, demonstration materials, and funding and/or vehicles for official county travel (both in-county and out-of-county), and other operational needs for the County Extension Office.
 - 3.3.2.4 Coordinate computer network access with UNIVERSITY to ensure that all Extension Faculty and staff have access to UNIVERSITY computer network resources. UNIVERSITY will coordinate with the COUNTY to allow installations and use of client software and systems on their respective networks deemed necessary by UF/IFAS Extension to conduct extension business operations and program delivery.
- 3.4 General Management and Administration Provisions:
 - 3.4.1 COUNTY will establish Extension Office hours of operation and holiday calendars.
 - 3.4.2 All Extension Faculty appointments will be made cooperatively in accordance with Section 1004.37, Florida Statutes.
 - 3.4.3 UNIVERSITY and COUNTY will cooperate in applying Equal Employment Opportunity policies for Extension in the County.
 - 3.4.4 Policies regarding leave accrual, leave balances and administering leave, including annual, sick, civil, holiday and military leave and regarding payment of unused annual and sick leave upon separation will be established and maintained by the UNIVERSITY, and shall apply to Extension Faculty.
 - 3.4.5 The Parties' respective involvement in funding multi-county faculty appointments will be negotiated on a case-by-case basis.
 - 3.4.6 The CED is responsible for operating this Extension Office in the County under the joint direction of COUNTY or designee and the UNIVERSITY's Dean of Extension or designee.
 - 3.4.7 Extension Faculty are professional employees exempt from the provisions of the Fair Labor Standards Act. The Professional Scheduling Policy and Procedures established by the UNIVERSITY will apply to Extension Faculty.

- 3.4.8 Extension Faculty will be permitted to charge appropriate fees for Extension programs. These fees will be retained by UNIVERSITY for use in program support in accordance with UNIVERSITY policy.
- 3.4.9 With UNIVERSITY's prior approval, COUNTY may assign Extension Faculty emergency response duties in their County Continuing Operations Plan (COOP), e.g., agriculture-related assessments, statewide ES17 assignments, providing educational training materials to the public and targeted audiences, and other duties as needed for Extension related emergency duty assignments. Coordination will be made through the County Extension Director or designee.
- 3.4.9.1 Extension Faculty assigned to work during a Local State of Emergency, as declared by Orange County Board of County Commissioners, may be entitled to additional pay or other benefits, to which COUNTY will be solely responsible to fund. The UNIVERSITY policies regarding this matter can be found at: <https://benefits.hr.ufl.edu/time-away/other-types-of-leave/administrative-leave/administrative-leave-guidance-for-emergency-closures/>

ARTICLE 4. TERM AND TIME OF PERFORMANCE

- 4.1 This AGREEMENT shall commence following the complete execution of this AGREEMENT by the Parties on January 1, 2023 ("Effective Date") and shall continue through September 30, 2025 ("Term"), unless terminated earlier or extended as provided for herein. The continuation of this AGREEMENT beyond the end of any COUNTY fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and the approval by COUNTY of an annual budget request submitted by UNIVERSITY for the applicable COUNTY fiscal year under this AGREEMENT, as described in Article 5. The Parties acknowledge the initial period under this AGREEMENT following the Effective Date is not a full COUNTY fiscal year; however, subsequent periods under the Term of this AGREEMENT shall be consistent with COUNTY fiscal years.

ARTICLE 5. FUNDING AND PAYMENTS

- 5.1 COUNTY will pay UNIVERSITY total sum as indicated on Exhibit A in support of salary and fringe benefits for Extension Services for the period under the first year commencing on the Effective Date of this AGREEMENT through September 30, 2023. Funding for each subsequent COUNTY fiscal year under the Term shall be determined and provided to UNIVERSITY in accordance with Section 5.2. Total sum is based upon known current salary cost at the time of Exhibit A development and could be modified subsequently if estimates were not sufficient to cover actual costs. Any proposed modifications to Exhibit A will be provided to the County for its agreement/approval. This AGREEMENT is cost reimbursable
- 5.2 COUNTY will make payment to UNIVERSITY for the first year and each subsequent COUNTY fiscal year, subject to, and to the extent of, the following: (i) COUNTY's approval of the budget request submitted by UNIVERSITY for such fiscal year, (ii) the Board's approval of COUNTY's annual budget.

5.3 Salaries outlined on Exhibit A for the first year and each subsequent COUNTY fiscal year will be modified and submitted annually to COUNTY by UNIVERSITY. Exhibit A is an estimate of projected salary and fringe benefit expenses for the year and shall not require separate written addendum to this AGREEMENT to implement. Actual expenses may vary due to vacancies, midyear promotions, new hires, unexpected changes in fringe benefit costs and other UNIVERSITY adjustments as indicated in Section 3.1.5.4. UNIVERSITY will submit Exhibit A to COUNTY annually per the following timetable:

Proposed Annual Budget Request by March 1– UNIVERSITY will include proposed figures for COUNTY to begin budget process.

Annual Budget Request by July 1 – UNIVERSITY will make necessary adjustments to Exhibit A figures as needed and submit a final budget request to COUNTY for approval.

5.4 UNIVERSITY invoice(s) will be cost reimbursable and issued in accordance with the “Anticipated Payment Schedule” on Exhibit A. COUNTY will make payment to UNIVERSITY under the terms of the Florida Prompt Payment Act after the receipt of UNIVERSITY invoice(s) for the first year and each subsequent COUNTY fiscal year.

5.5 Payment shall be made to University of Florida Revenue Team, Contracts & Grants Accounting, 33 Tigert Hall, P.O. Box 113001, Gainesville, FL 32611.

5.6 UNIVERSITY shall expend all funds received from COUNTY under this AGREEMENT only on expenses directly related to the provision of Extension Services. UNIVERSITY shall be required to maintain specific accounts and records of expenses incurred with funding received from COUNTY and shall promptly share such records with COUNTY upon request.

ARTICLE 6. USE OF COUNTY PROPERTY

6.1 COUNTY hereby grants to UNIVERSITY the right, license, and privilege to utilize the Premises, as defined in this AGREEMENT, in order to provide the Extension Services in accordance with the terms of this AGREEMENT.

6.2 UNIVERSITY shall only use the Premises for the purpose of providing Extension Services consistent with this AGREEMENT, or that otherwise further the mission of the Extension Service. Any other use of the Premises, excluding County-related business, will require the prior written approval of COUNTY. University shall make no significant modifications or alterations to the Premises or any associated equipment without prior written approval of COUNTY. Any misuse of the Premises shall be deemed a breach of this Agreement and may result in its termination for cause.

6.3 UNIVERSITY agrees to notify the County Administrator of any maintenance and repair needed on the Premises during the term of this AGREEMENT.

If the Premises, or any portion thereof, is damaged by any casualty and in COUNTY's reasonable opinion the Premises, or any damaged portion thereof, is unsafe for use by UNIVERSITY and the public, COUNTY shall provide UNIVERSITY with an alternate workspace(s) for Extension Faculty to provide the Extension Services under this AGREEMENT. In such an event, COUNTY may request funding from the Board, as part of its annual capital improvements program, for the Division to restore or replace the existing damaged Premises, or any portions thereof, as needed, for UNIVERSITY to relocate back to such premises.

- 6.4 If COUNTY determines it is necessary or is required by any governmental authority with jurisdiction to close the Extension Education Building, or any portion thereof, COUNTY will notify UNIVERSITY of such needed closure and work closely with UNIVERSITY towards an orderly process for closure under the circumstances. COUNTY shall not be held responsible for any lost revenue or loss of use of the Premises or reductions in programming resulting from any change in hours of operations or use of the Extension Education Building necessitated by any such closure.
- 6.5 UNIVERSITY shall be responsible for informing the County Administrator or designee of all injuries or damage to any persons, or to any real or personal property on the Premises during the term of this AGREEMENT (ordinary wear and tear excepted).

ARTICLE 7. LIABILITY

- 7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this AGREEMENT or any other contract. The Parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees when acting within the scope of their agency or employment, to the extent permitted by law.
- 7.2 COUNTY shall not be liable for any damage or injury which may be sustained by any person(s) resulting from any of the Extension Services provided by UNIVERSITY under this AGREEMENT. UNIVERSITY shall not be liable for any damage or injury which may be sustained by any person(s) resulting from any of COUNTY's activities or operations under this AGREEMENT.

ARTICLE 8. INSURANCE

- 8.1 The Parties are governmental entities subject to Section 768.28, Florida Statutes, and each Party shall furnish the other Party, upon request, with written verification of liability protection in accordance with state law prior to final execution of this AGREEMENT. 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 this AGREEMENT or any contract entered by COUNTY be required to contain any provision for waiver.

ARTICLE 9. TERMINATION

- 9.1 This AGREEMENT may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This AGREEMENT may also be terminated for convenience by either Party as provided in Section 9.2. Notwithstanding any provision to the contrary under this AGREEMENT, the continuation of this AGREEMENT beyond the end of any COUNTY fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. In the event such funding ceases, COUNTY will provide written notice to UNIVERSITY at the address provided for Notice in Section 12.5, and this AGREEMENT shall automatically terminate at the end of the then current COUNTY fiscal year, or sixty (60) days after such notice provided by COUNTY, whichever comes later.
- 9.2 This AGREEMENT may be terminated for convenience by either Party by providing twelve (12) months prior written notice to the other Party at the address provided for Notice in Section 12.5. Termination for convenience by COUNTY shall be by the Board, which shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than twelve (12) months after the date of such written notice.

ARTICLE 10. CRIMINAL BACKGROUND SCREENING

- 10.1 UNIVERSITY shall conduct criminal background screening on its officers, faculty, employees, volunteers, and Subcontractors who will be providing any of the Extension Services under this AGREEMENT prior to the performance of any such services. Such screening shall be in accordance with UNIVERSITY's background screening policies and as required by law, which, at a minimum, shall include screening to prohibit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website from providing any Extension Services under this AGREEMENT.
- 10.2 In the event UNIVERSITY obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by UNIVERSITY to provide any of the Extension Services under this AGREEMENT, UNIVERSITY shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by UNIVERSITY based on the requirements of this section, UNIVERSITY shall immediately cease allowing the person to provide any of the Extension Services. Additionally, UNIVERSITY shall be required to inform all persons who have been background screened, pursuant to this section and who are providing any of the Extension Services under this AGREEMENT, to notify UNIVERSITY within twenty-four (24) hours of any arrest related to violence or sexual misconduct which has occurred after the person was deemed eligible to provide such services.

ARTICLE 11. NONDISCRIMINATION

- 11.1 No Party to this AGREEMENT may discriminate based on race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this AGREEMENT.

ARTICLE 12. MISCELLANEOUS

- 12.1 **RIGHTS IN DOCUMENTS AND WORK.** UNIVERSITY shall furnish COUNTY with copies of any documents or data created by UNIVERSITY as part of the Extension Services, upon request of COUNTY. If a copyright is registered, UNIVERSITY grants permission to COUNTY to use the copyrighted item(s) in part or in full for educational purposes, and to make and distribute copies to the public, provided that credit is given to UNIVERSITY.
- 12.2 **PUBLIC RECORDS.** The Parties shall comply with their respective obligations under the provisions of the Florida Public Records Law, Chapter 119, Florida Statutes.
- 12.3 **AUDIT RIGHTS, AND RETENTION OF RECORDS.** COUNTY shall have the right to audit the books, records, and accounts of UNIVERSITY and its Subcontractors that are related to this AGREEMENT. UNIVERSITY and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this AGREEMENT and performance thereunder. All books, records, and accounts of UNIVERSITY and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, UNIVERSITY or its Subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

UNIVERSITY shall preserve and make available, at reasonable times within Orange County for examination and audit by COUNTY. All financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT shall be kept in accordance with the state records retentions rule, FAC 1B-24.003, or termination of this AGREEMENT or until resolution of any audit findings, whichever is longer. COUNTY audits and inspections pursuant to this section may be performed by any COUNTY representative (including any outside representative engaged by COUNTY). COUNTY reserves the right to conduct such audit or review at UNIVERSITY's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

- 12.4 **THIRD PARTY BENEFICIARIES.** Neither UNIVERSITY nor COUNTY intends to directly or substantially benefit a third party by this AGREEMENT. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this AGREEMENT and that no third party shall be entitled to assert a right or claim against either of them based upon this AGREEMENT.

- 12.5 NOTICES. In order for a notice to a Party to be effective under this AGREEMENT, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Orange County Comptroller
ATTN: Accounts Payable / Robin Ragaglia
201 S. Rosalind Ave.
Orlando, FL 32801
Email address: Robin.Ragaglia@ocfl.net

With a copy to:

UF/IFAS Extension Orange County
ATTN: Kevin Camm, County Extension Director / Division Manager
6021 S. Conway Rd.
Orlando, FL 32812
Email address: kcamm@ufl.edu / kevin.camm@ocfl.net

FOR UNIVERSITY:

University of Florida
Division of Sponsored Research
207 Grinter Hall, P.O. Box 115500
Gainesville, Florida 32611-5500
Email address: ufawards@ufl.edu

With a copy to:

University of Florida
IFAS Extension Business Services
1604 McCarty Drive, Suite 1030
PO Box 110250
Gainesville, Florida 32611-0250

- 12.6 ASSIGNMENT AND PERFORMANCE. Except for subcontracting approved in writing by COUNTY at the time of its execution of this AGREEMENT or any written amendment hereto, neither this AGREEMENT nor any right or interest herein may be assigned, transferred, subcontracted, or

encumbered by UNIVERSITY without the prior written consent of COUNTY. If UNIVERSITY violates this provision, COUNTY shall have the right to immediately terminate this AGREEMENT. UNIVERSITY represents that each person and entity that will provide services under this AGREEMENT is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. UNIVERSITY agrees that the Extension Services shall be performed in a skillful and respectful manner.

- 12.7 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this AGREEMENT, and each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this AGREEMENT shall not be deemed a waiver of such provision or modification of this AGREEMENT. A waiver of any breach of a provision of this AGREEMENT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this AGREEMENT.
- 12.8 COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this AGREEMENT.
- 12.9 SEVERABILITY. In the event any part of this AGREEMENT is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this AGREEMENT and the balance of this AGREEMENT shall remain in full force and effect.
- 12.10 JOINT PREPARATION. This AGREEMENT has been jointly prepared by the Parties hereto and shall not be construed more strictly against either Party.
- 12.11 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 12 of this AGREEMENT, the provisions contained in Articles 1 through 12 shall prevail and be given effect.
- 12.12 LAW, JURISDICTION. VENUE, WAIVER OF JURY TRIAL This AGREEMENT shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this AGREEMENT shall be in the state or federal courts of Florida.
- 12.13 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this AGREEMENT and executed by the Board and UNIVERSITY or others delegated authority or otherwise authorized to execute same on their behalf.

- 12.14 PRIOR AGREEMENTS. This AGREEMENT represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, AGREEMENT, or understanding concerning the subject matter of this AGREEMENT that is not contained in this written document.
- 12.15 INCORPORATION BY REFERENCE. All Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this AGREEMENTS.
- 12.16 REPRESENTATION OF AUTHORITY. Everyone executing this AGREEMENT on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this AGREEMENT, duly authorized by all necessary and appropriate action to execute this AGREEMENT on behalf of such Party and does so with full legal authority.
- 12.17 COUNTERPARTS AND MULTIPLE ORIGINALS. This AGREEMENT may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same AGREEMENT.
- 12.18 PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and any applicable rules and regulations, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of each Party's respective officers, agents, or employees when performing their respective duties under this AGREEMENT within the jurisdictional boundaries of 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 jurisdictional boundaries of COUNTY.
- 12.19 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 COUNTY or UNIVERSITY in his or her individual capacity, and no member, officer, agent, or employee of COUNTY or UNIVERSITY shall be subject to any personal liability or accountability by reason of the execution of this AGREEMENT.
- 12.20 BINDING EFFECT. The terms, covenants, conditions, and provisions of this AGREEMENT shall bind and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.
- 12.21 COVENANT OF NO INTEREST. Neither Party 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 the only interest of each Party is to perform and receive benefits as set forth in this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT with regard to the Florida Cooperative Extension Service. Orange County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action and

University of Florida Board of Trustees, signing by and through its Division of Sponsored Programs, duly authorized to execute same.



FOR COUNTY:

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: Jerry L. Demings
for Jerry L. Demings, Orange County Mayor

Attest: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Katie Smith
Deputy Clerk

FOR UNIVERSITY:

APPROVED BY:

Elizabeth Keeter

Division of Sponsored Programs

Elizabeth Keeter

Printed Name

November 29, 2022

Date

WITNESSED BY:

Daniel Patchick

Signature

Daniel Patchick / Contracts Officer

Printed Name and Title

November 29, 2022

Date