

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/6/2006

Contract/Lease Control #: C06-1378-EXI-1

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: UNIVERSITY OF FLORIDA

Lessor:

Effective Date: 5/30/2006 \$25,000.

Term: INDEFINITE

Description of Contract/Lease: EDUCATIONAL PROGRAMS

Department Manager: COUNTY EXTENSION

Department Monitor: G. EDMONDSON

Monitor's Telephone #: 689-5850

Monitor's FAX #: 689-5727

Date Closed:

MEMORANDUM OF UNDERSTANDING

between

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

and

The Board of County Commissioners
of Okaloosa County, Florida

CONTRACT: EDUCATIONAL PROGRAMS
CONTRACT NO: C06-1378-EXI-1
UNIVERSITY OF FLORIDA
EXPIRES: INDEFINITE

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

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

This Memorandum of Understanding establishes the responsibilities and relationships that exist between the Florida Cooperative Extension Service (hereinafter call "Extension" or

“University”) and the Board of County Commissioners of Okaloosa County (hereinafter called the “Board” or the “County”).

The parties agree as follows:

A. Hiring County Extension Faculty

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

B. Salaries of County Extension Faculty

1. University and the County will each pay its own respective portion of all salaries for County Extension Faculty but will not be responsible for payment of the other party’s portion.
2. Extension will determine the total amount of the starting base salary of each County Extension Faculty member.

3. Before hire, the Board and Extension will jointly agree on the portion of the base starting salary of each County Extension Faculty member that each party will pay.
4. After initial hire, each party will determine future salary adjustments for its portion of the total salary, except with respect to promotion increases, which will be determined as set forth in paragraph B6. Extension agents will follow Okaloosa County guidelines on the county portion of salary adjustments for the following: cost of living, market adjustment, longevity bonus, performance and merit raises.
5. Each party may, at its sole discretion, pay a bonus at any time to County Extension Faculty member(s), as a non-base salary increase, provided that such party will be solely liable for the payment of such bonus.
6. Extension will determine the total dollar amount of salary increases for promotion to Agents II, III, IV, and a Special Pay Plan increase following seven years of Agent IV status. Subject to pay range maximums, the Board will pay that percentage of the rank promotion salary increase that is equivalent to the percentage of the County Extension Faculty member's salary the Board was paying immediately prior to the effective date of the increase. Extension will pay that percentage of the rank promotion salary increase that is equivalent to the percentage of the County Extension Faculty member's salary Extension was paying immediately prior to the effective date of the increase.

C. County Extension Faculty Support

1. Extension will provide County Extension Faculty with official envelopes, educational materials (designed for free or at cost distribution), leaflets and other publications for educational purposes.
2. Extension will provide the leadership for administration and supervision of Extension programs and County Extension Faculty, including compliance with the requirements of Affirmative Action and Equal Employment Opportunity guidelines.
3. Extension will develop and administer a personnel management plan for County Extension Faculty that will provide for:
 - a. The annual review of each County Extension Faculty member's performance.
 - b. Counseling for job improvement where needed.
 - c. Periodic county program reviews.
4. Extension will provide State Extension Subject Matter Specialists to train County Extension Faculty in current technology and other changes affecting agriculture, family and consumer science, 4-H, community and natural resource development, energy and sea grant programs and to assist them in the conduct of work in these areas.
5. Extension will provide County Extension Faculty with training programs as appropriate to maintain effective program delivery.

6. Extension will develop and maintain a County Advisory Committee System to insure that county Extension programs are based on the particular needs of the people in the county.

7. Extension will provide funds for official travel expenses and per diem of County Extension Faculty for in-service training and for other out-of-county program development meetings selected by Extension.

D. County Extension Faculty

1. The Board will provide office space and equipment, support staff and other clerical personnel, utilities, telephone, office supplies, funding for official county travel (except as otherwise provided herein with respect to in-service training), demonstration materials and other items needed for efficient operation of the County Extension Office and program.

2. The Board will also confer and advise with the District and County Extension Directors and County Extension Advisory Committee relative to county Extension programs.

E. Office Policies

1. The policies established by the University of Florida in administering leave, including annual, sick, civil, and military leave, and regarding payment of unused annual and sick leave upon separation, shall apply to County Extension Faculty, except for Courtesy Faculty (paid 100% by county) positions which shall follow county policies. Upon separation of County Extension Faculty, the County will pay its portion of payment for unused leave, subject to leave payout maximums outlined in county policy.

2. Extension and the Board will cooperate in maintaining a safe and comfortable workplace environment consistent with established workplace practices.
3. Extension and The Board will remain separately responsible for compliance with the American Disabilities Act at their facilities. Each party remains responsible for providing access to any facility or building owned by such party in compliance with the American Disabilities Act.
4. Each party to this Agreement shall collaborate in accommodating all special needs participants during educational programs conducted through the Okaloosa County Cooperative Extension Service.

F. Miscellaneous

1. This Memorandum of Understanding shall be amended only by written amendments, which must be signed by both parties.
2. Either party may terminate this agreement without penalty or cause by giving the other party at least six (6) months written notice of its intent to do so.
3. 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.
4. The county will coordinate computer network access with Extension to ensure that extension office faculty and staff have access to University of

Florida (UF) computer network resources. UF will provide security management of Extension computer resources to ensure protection of the county network from damage caused by UF Extension computers.


5. This agreement shall be effective on April 1, 2006.

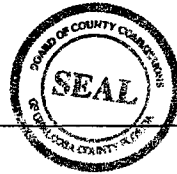

Senior Vice President, Institute of Food and Agricultural Sciences

5/30/06
Date


Dean for Extension and Director
Florida Cooperative Extension Service

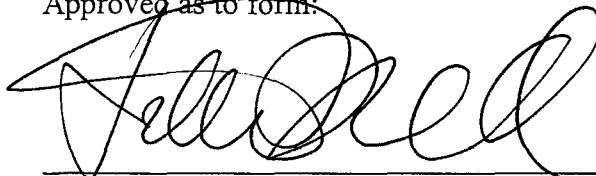
5/22/06
Date


Chairman, Board of County Commissioners



May 2, 2006
Date

Approved as to form:


Office of County Attorney