

**INTERLOCAL AGREEMENT FOR
AGRICULTURAL EXTENSION AGENT SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into effective October 1, 2019, by and between the **University of Florida Board of Trustees**, a public body corporate of the State of Florida ("University"), for the benefit of the Florida Cooperative Extension Service (the "Extension Service") established as part of the Institute of Food and Agricultural Sciences, whose address is P.O. Box 110210, Gainesville, Florida 32611-0210 and **Charlotte County**, a political subdivision of the State of Florida, whose address is 18500 Murdock Circle, Port Charlotte, Florida 33948; **Collier County**, a political subdivision of the State of Florida, whose address is 3301 Tamiami Trail East, Building H, Naples, Florida 34112; **Glades County**, a political subdivision of the State of Florida, whose address is Post Office Box 1018, Moore Haven, Florida 33471; **Lee County**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Ft. Myers, Florida 33902 (collectively referred to as the "Contributing Counties"), and **Hendry County** ("Hendry"), a political subdivision of the State of Florida, whose address is P.O. Box 2340, LaBelle, Florida 33975.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, otherwise known as the Florida Interlocal Cooperation Act of 1969 ("Act"), permits public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, Section 1004.37, Florida Statutes, provides for the Extension Service to be administered through the University and for extension agents to be staff members of the University; and

WHEREAS, University, the Contributing Counties, and Hendry County are entering into this Agreement pursuant to the Act; and

WHEREAS, University through the Extension Service provides educational services to the people of the State of Florida on subjects relating to agriculture, horticulture, family and consumer science, 4-H and youth, community and natural resource development, energy and sea grant programs to ensure that the findings of research in these areas are communicated to the people in their communities; and

WHEREAS, commercial agriculture is a very important industry in Southwest Florida and provides a major contribution to the overall economy of the area; and

WHEREAS, Southwest Florida agricultural producers utilize the Extension Service in order to maintain a healthy and sustainable agricultural industry in Southwest Florida; and

WHEREAS, the ability of the Extension Service to serve the needs of commercial

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agriculture has diminished to the extent that there is a limited number of extension agents with the necessary experience and technical expertise available to serve the needs of commercial agriculture in the Contributing Counties and Hendry County; and

WHEREAS, pursuant to Interlocal Agreement dated November 17, 2009, effective October 1, 2009, the parties established Multi-County Extension Agents within the Extension Service with the ability to cross county lines and work throughout Southwest Florida to alleviate the immediate need for commercial specific vegetable, citrus, livestock/pasture and sugar cane agronomist extension agents in each of the aforementioned named counties; and

WHEREAS, the cost for the Multi-County Extension Agents' salaries, fringe benefits, transportation and travel needs and administrative support staff were shared between the Contributing Counties and Hendry County proportionately, and University; and

WHEREAS, the 2009 Interlocal Agreement has expired and the parties wish to enter into a new agreement to continue the services and shared funding; and

WHEREAS, this Interlocal Agreement shall memorialize the Parties' responsibilities and agreements with respect to the Multi-County Extension Agents.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, it is mutually agreed by and between the parties to this Agreement as follows:

1. Recitals. The recitals contained above are true and correct and form a factual basis for University, the Contributing Counties, and Hendry County all entering into this Agreement.
2. Intent and Purpose. The intent and purpose of this Agreement is to establish joint funding between University, the Contributing Counties and Hendry County for Multi-County Agricultural Extension Agents who provide services to the commercial agriculture industry and provide support for the urban sector within the Contributing Counties and Hendry County and to memorialize other responsibilities and agreements with respect to the Multi-County Extension Agents.
3. Term. The term of this Agreement shall be for a period of five years. The Agreement shall automatically renew for additional five-year terms unless not less than ninety (90) days prior to the then applicable expiration date of the Agreement, one of the parties hereto provides written notice of its objection to renewal. In the event of such objection, the remaining parties that wish to participate may negotiate a new agreement.
4. Multi-County Agricultural Extension Agent Positions. The following are the Multi-County Agricultural Extension Agents ("Agents") that serve the

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Contributing Counties and Hendry County:

- a. **Multi-County Citrus Agent-** This Agent is housed in Hendry County and provides applied research, educational programming, technical services, support and guidance relating to the citrus industry.
- b. **Multi-County Vegetable Agent-** This Agent is housed in Hendry County and provides applied research, educational programming, technical services, support and guidance relating to the vegetable industry.
- c. **Multi-County Livestock/Pasture Agent-** This Agent is housed in Hendry County and provides applied research, educational programming, technical services, support and guidance relating to the livestock industry and pasture crops.
- d. **Multi-County Sugarcane Agronomist-** This Agent is housed in Hendry County and provides applied research, educational programming, technical services, support and guidance relating to sugarcane.

5. Contributing Counties' and Hendry County's Contributions.

- a. Hendry County shall provide all office space, computers, and communication hardware for the Agents.
- b. The Contributing Counties and Hendry County shall jointly provide, as calculated in Section 6 of this Agreement, 25 percent of the salary, and the corresponding employer's FICA contribution and Florida Retirement System (FRS) or Optional Retirement Plan (ORP) contribution for each Agent. University shall provide the remaining 75 percent of the salary, 100 percent of the employer's portion for all offered insurance, and the corresponding employer's FICA contribution and FRS or ORP contribution for each Agent.
- c. The Contributing Counties shall contribute, as stated in Section 6.c of this Agreement, to the costs of supporting the activities of the Agents through partially funding the Extension Office's Operation Budget.
- d. The Contributing Counties shall contribute, as stated in Section 6.b of this Agreement, to the costs of one Administrative Assistant Level III position to support all Agents. This includes salary, the employer's portion for all offered insurance, employer's FICA contribution, and FRS contribution.
- e. The Contributing Counties' funding contributions shall be paid to Hendry County in accordance with Section 8 of this Agreement. It is

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acknowledged and agreed by the parties that the funding contributions set forth in this Section 5 shall be subject to adjustment each year to account for cost increases, such as increases in salaries and insurance.

6. Funding Calculation Method. The percentages of Contributing Counties' and Hendry County's funding for Agent salaries, FICA contribution, and FRS contribution shall be determined as follows. The percentages shall be recalculated every five years and any time a Contributing County withdraws from the Agreement.

Commodities	Acreage Percentages					TOTALS
	Charlotte	Collier	Glades	Hendry	Lee	
Citrus	12%	25%	4%	51%	8%	100%
Sugarcane	0%	0%	31%	69%	0%	100%
Vegetables	8%	37%	7%	40%	8%	100%
Beef/Pasture	12%	7%	35%	38%	8%	100%

- a. Each Contributing County and Hendry County shall pay for the 25% portion of the Agents' salaries, FICA contribution, and FRS or ORP contribution in the percentages stated.
 - b. Each Contributing County shall each pay 12.5% toward the costs of one Administrative Assistant position, which shall include salary, the employer's portion of all offered insurance, employer's FICA contribution, and FRS contribution.
 - c. Each Contributing County shall each pay 6.25% of the entire Hendry County Extension Office's Operation Budget, which includes all expenses for operation of the office, with the exception of expenses covered exclusively by Hendry County (see paragraph 5.a.) or by the University (see paragraph 9.c. and 9.i.) and salaries, employer insurance contributions for the Administrative Assistant position, FICA contributions, and FRS or ORP contributions.
7. Annual Contribution Estimates. The Hendry County Extension Director shall submit annual estimated funding contributions to the Contributing Counties by March 1st of each year, or if the fiscal year of Hendry County changes, at least seven (7) months prior to the start of the upcoming fiscal year. See Attachment 1 for 2019 Contributions per County.
8. Payments.
- a. Each individual County shall pay its funding contribution to Hendry County in quarterly installments commencing on October 1st, with subsequent payments on January 2nd, April 1st, and a final payment on July

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1st of each year.

- b. Payments shall be made in the amount shown on the annual contribution estimate sheet for each individual County in four equal installments.
- c. Payments shall be submitted to Hendry County at the following address:

Hendry County Finance Director
P.O. Box 1760
LaBelle, Florida 33975

9. University Contributions.

- a. University shall provide 75 percent of the salary, employer's FICA contribution and FRS contribution for each Agent. The actual amount to be contributed by University is subject to adjustment each year as an Agent's salary changes and the contribution rates for FICA and FRS change.
- b. University shall provide the employer's portion of health insurance and life insurance premiums for each Agent.
- c. University shall provide official University stationery, envelopes, bulletins (designed for free distribution), leaflets and other publications for educational purposes and postage. University shall also provide access to the University computer network and computer software for microcomputers developed by University for educational purposes.
- d. University shall provide leadership for administration and supervision of University extension programs and the Agents.
- e. University shall also develop and administer a personnel management plan for the Multi-County Agricultural Extension Agents that will provide for:
 - 1) The annual review of each Agent's performance;
 - 2) Counseling for job improvement where needed; and
 - 3) Periodic county program reviews and annual reporting.
- f. University shall provide State Extension Subject Matter Specialists to train Agents in current technology and other changes affecting agriculture, family and consumer science, 4-H, community and natural resource development, and energy programs and to assist them in the conduct of work in these areas.

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- g. University shall provide Agents with training programs, as appropriate, to maintain effective program delivery.
 - h. University shall develop and maintain a Multi-County Advisory Committee System to insure that Multi-County Extension programs are based on the particular needs of the people in the Contributing Counties and Hendry County.
 - i. University shall provide funds for official travel expenses and per diem of Agents for in-service training and for other program development meetings selected or mandated by University outside of the Multi-County area.
10. Annual Salary Increases. Annual salary increases and benefits for Agents shall be based on the University and Hendry County salary and benefit scales. The Hendry County salary and benefit scale shall be applied to the Contributing Counties' funding contribution of 25% of the Agents' salary, FICA and FRS. The University salary and benefit scale shall be applied to the University funding contribution of 75% of the Agents' salary, FICA and FRS. It is acknowledged and agreed that Hendry County and University may be providing different salary increases to the Agents during the term of this Agreement and accordingly, the funding contribution amount of each party may be greater than, less than, or equal to the original funding contribution amount being made by each party. The University shall determine the total dollar amount of rank promotion salary increases for promotion to Agents II, III and IV, as well as a University of Florida Special Pay Plan increase following every seven years of Agent IV status.
11. Office Policies.
- a. The University's policies will apply with respect to annual leave and sick leave accrual. University and Hendry County will pay for leave taken in the same percentages that each contributes to the Agents' salaries. Hendry County policies shall apply regarding payment of unused annual and sick leave for the County portion upon separation of Agents. University policies shall apply regarding payment of unused annual and sick leave for the state portion upon separation of Agents. The policies established by the University in administering the use of leave, including annual, sick, and civil (e.g., jury duty), extended leaves (e.g., as they relate to medical and personal), and military, as well as reasonable accommodation under the Americans With Disabilities Act, shall apply to the Agents. Issues of Workers Compensation and Unemployment Compensation shall be governed and managed by the University. The University shall keep Hendry County apprised on all of the issues addressed in this sub-paragraph.

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- b. Hendry County's policies will apply with respect to office hours and holidays for the Agents.
 - c. University and Hendry County will remain separately responsible for compliance with the Americans with Disabilities Act at their respective facilities. Each party remains responsible for providing access to any facility or building owned by such party in compliance with the Americans with Disabilities Act.
 - d. The Agents will not be classified under a county classification system.
 - e. University and Hendry County will cooperate in maintaining a safe and comfortable workplace environment consistent with established workplace practices.
12. Hiring. In the event any of the current Agents resigns, retires or otherwise is no longer serving as an Agent, the following will apply:
- a. University and Hendry County will jointly agree on whether to fill the vacant position.
 - b. University will establish minimum requirements and qualifications for the employment of the Agent. University will receive and examine applications for employment for the Agent. University will interview and screen applicants to determine their qualifications and availability for employment.
 - c. University will recommend to Hendry County qualified applicants for appointment in accordance with Section 1004.37, Florida Statutes. The University shall determine the total amount of the starting base salary of each Agent, but Hendry County retains the right to reject and negotiate that amount should it not concur with the University's determination.
13. Amendments. This Agreement shall only be amended through written consent of all Parties to this Agreement.
14. Termination. This Agreement may be terminated by any Contributing County, as the Agreement pertains to that particular County, without penalty or cause if the terminating County provides written notice by July 1st for the succeeding fiscal year (October-September). In the event any Contributing County terminates its participation in this Agreement, the remaining parties hereby agree that the Agreement shall be amended to re-allocate the contribution of each party in light of the elimination of services to the terminating county. Should Hendry County or University terminate this Agreement, this Agreement shall no longer bind the

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parties to this Agreement.

15. Notice. Any notice or other document required to be given pursuant to this Agreement by any party to another shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by facsimile transmission with written confirmation. Written notice shall be sent to all parties to this Agreement at the addresses contained herein.
16. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
17. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida. Venue for any litigation shall be Hendry County, Florida.
18. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. No party may assign its rights under this Agreement without the prior written consent of all other parties.

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement, the day and year first written above.

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Attachment 1

2019 Multi-County Agents (4) Salaries and Operating Support Budget Contribution per County

Salaries: 75:25 (State:County split)

	TOTAL	STATE	COUNTY	Charlotte	Collier	Glades	Hendry	Lee
Citrus	\$121,037.76	\$93,722.16	\$27,315.60	\$3,277.87	\$6,828.90	\$1,092.62	\$13,930.96	\$2,185.25
Vegetable	\$82,000.00	\$61,500.00	\$20,500.00	\$1,640.00	\$7,585.00	\$1,435.00	\$8,200.00	\$1,640.00
Livestock	\$63,588.30	\$51,933.64	\$11,654.66	\$6,232.04	\$815.83	\$4,079.13	\$4,428.77	\$932.37
Sugarcane	\$73,649.73	\$54,796.61	\$18,853.12	\$ -	\$ -	\$5,844.47	\$13,008.65	\$ -
	\$340,275.79	\$261,952.41	\$78,323.38	\$11,149.91	\$15,229.73	\$12,451.22	\$39,568.38	\$4,757.62
Secretarial for each county				\$6,155.29	\$6,155.29	\$6,155.29	\$24,621.14	\$6,155.29
Agents (4) Support for each county				\$11,037.50	\$11,037.50	\$11,037.50	\$44,150.00	\$11,037.50
Grand TOTALS				\$28,342.70	\$32,422.52	\$29,644.01	\$108,339.52	\$21,950.41

Percentages

	Charlotte	Collier	Glades	Hendry	Lee
Citrus	12%	25%	4%	51%	8%
Vegetable	8%	37%	7%	40%	8%
Livestock	12%	7%	35%	38%	8%
Sugarcane	0%	0%	31%	69%	0%

Example:

Salary - Charlotte Citrus Salary X Charlotte County Citrus Percentage (\$27315.60 X .12 = \$3,277.87)

Secretarial – 50% of one position divided by 4 counties

Agents (4 multi-county agents support – 50% of Hendry support budget for each of 4 agents divided by 4 counties)

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**University of Florida Board of Trustees
for the benefit of the Florida Cooperative
Extension Service established as part of
the Institute of Food and Agricultural
Sciences**

ATTEST:

By: _____

President for Agriculture and
Natural Resources, University
of Florida

Date: _____

ATTEST:

By: _____

Florida Cooperative Extension Service
University of Florida

Date: _____

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CHARLOTTE COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:

By: _____
_____, Chair

Date: _____

_____, Clerk

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COLLIER COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:

_____, Clerk

By: _____
_____, Chair
Date: _____

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GLADES COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:

_____, Clerk

By: _____
_____, Chair
Date: _____

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LEE COUNTY BOARD OF COUNTY
COMMISSIONERS

ATTEST:

By: _____
_____, Chair

Date: _____

_____, Clerk

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HENDRY COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:

By: _____
_____, Chair

Date: _____

Kim Barrineau, Ad Interim Clerk