

*City Contract #  
6715-24*

**FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING**

02-26-07

THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this first day of March, 2007 ("Effective Date") by and between the City of Jacksonville, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and the Florida Cooperative Extension Service, a division of the Institute of Food and Agricultural Sciences of the University of Florida, hereinafter referred to as "University."

WITNESSETH:

WHEREAS, the CITY and UNIVERSITY have entered into a Memorandum of Understanding dated July 1, 1983, providing for the operation of, and responsibilities relating to, the Duval County Extension program ("MOU"); and

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

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

FUNDING AND PAYMENTS

- a) CITY agrees to pay the UNIVERSITY not more than the total sum as indicated in Exhibit A towards salary expenses. This total sum represents the CITY's share of funding Extension employee's salary and fringe benefits as outlined by Exhibit A.
- b) Salaries outlined in Exhibit A will be modified and submitted to the CITY annually by the UNIVERSITY. Salary dollar figures in Exhibit A will be submitted annually to the CITY for review and approval by the following time table:

Proposed Annual Budget by March 15th - UNIVERSITY will include proposed figures for the CITY to begin its budget process.

Annual Budget Request by August 15th – UNIVERSITY will make necessary adjustments to Exhibit A figures as needed and submit a final budget request to CITY for approval.

- c) The UNIVERSITY will not charge Facilities and Administrative costs to the CITY.
- d) Payments shall be made on a quarterly basis as invoiced by the UNIVERSITY. Quarterly payments shall be in the amount as indicated on Exhibit A. Payments will be due on November 10, January 10, April 10 and July 10 of the contract year.

- e) Any unused funds in excess of total expenditures for the fiscal year ending September 30 will be returned to the CITY in the form of a check no later than November 10<sup>th</sup>.
- f) The policies established by the UNIVERSITY in administering leave, including annual, sick, civil, and military leave, and regarding payment of unused annual and sick leave upon separation, shall apply.
- g) IFAS Extension Faculty will not be classified under a CITY classification system and shall at all time be Agents of the UNIVERSITY, subject to all personnel rules, policies and classifications provisions of the UNIVERSITY.
- h) The CITY may elect to pay IFAS Extension Faculty, other than the CED, assigned to the CITY program an annual salary supplement. The CITY shall fund 100% of the agreed upon salary supplement, including salaries, fringe benefits, and workers' compensation, and will pay this sum to the Extension Service during the normal invoice dates indicated in Exhibit A. A salary supplement must be made through a written request from a CITY official to the UNIVERSITY. Upon receipt, the UNIVERSITY will update Exhibit A salary projections and adjust the quarterly billings to accommodate the salary supplement.

PERIOD OF CONTRACT - RENEWAL - MODIFICATION

This Agreement shall be effective as of October 1<sup>st</sup> 2006 and shall continue through September 30<sup>th</sup> 2011, unless terminated earlier. At the time of expiration, this Agreement must then be updated as needed and resigned by both parties. The agreement may be modified at any time by mutual consent of both parties herein above.

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

  
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Director of Administration and Finance

6715-24



NOTICES

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

<p><b>To Agriculture Department:</b>                  CITY Of Jacksonville                  1010 N. McDuff Avenue                  Jacksonville, FL 32254</p>	<p><b>To University:</b>                  UNIVERSITY OF FLORIDA                  Division of Sponsored Research                  216 Grinter Hall, PO Box 115500                  Gainesville, FL 32611-5500</p>
<p><b>Copy</b>                  Allen Mosley                  Chief Operating Officer                  4th Floor, City Hall at St. James                  117 W. Duval St.                  Jacksonville, FL 32202</p>	<p><b>Copy</b>                  UNIVERSITY OF FLORIDA                  IFAS Sponsored Programs                  G022 McCarty Hall-D                  PO Box 110110                  Gainesville, FL 32611-0110</p>
<p><b>Copy</b>                  Pam Markham                  Deputy Chief Operating Officer                  4th Floor, City Hall at St. James                  117 W Duval Street                  Jacksonville, FL 32202</p>	<p><b>Copy</b>                  UNIVERSITY OF FLORIDA                  IFAS District Extension Office                  1062 McCarty Hall D                  PO Box 110220                  Gainesville, FL 32611-0220</p>

**APPROVED BY:**

**City of Jacksonville Signatures:**

*[Handwritten Signature]*

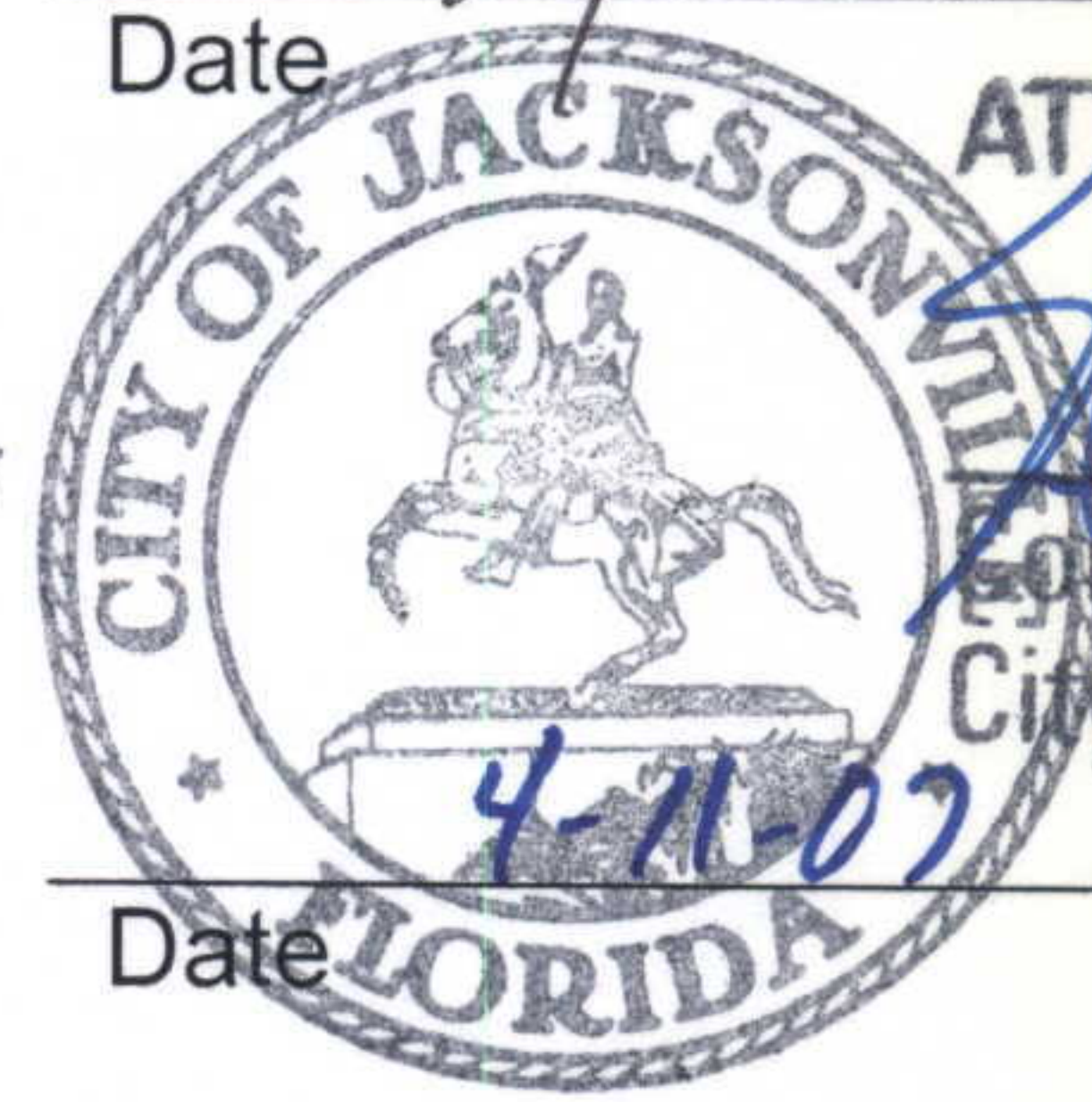
Rick Godke, CEO/Director  
 Agriculture Department Director  
 City of Jacksonville Florida

Pam Markham  
 Deputy Chief Administrative Officer  
 For: Mayor John Peyton  
 Under Authority of:

*[Handwritten Signature: Pam Markham]*

~~Executive Order No. 06-07~~  
**John Peyton, Mayor**  
 City of Jacksonville Florida

4/16/2007  
 Date



ATTEST:

*[Handwritten Signature]*  
 Corporation Secretary  
 City of Jacksonville

4-11-07  
 Date

**UNIVERSITY of Florida Signature:**

*[Handwritten Signature]*

University Of Florida  
 Division Of Sponsored Programs

**Brandi K Boniface**  
 Assistant Director of Research

4/24/07  
 Date

FORM APPROVED

By *[Handwritten Signature]*  
 Office of General Counsel