FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS IS THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING between the Escambia County 4-H Foundation, Inc. ("Foundation"), the University of Florida Board of Trustees, on behalf of the University of Florida-Institute of Food and Agricultural Science Extension Service in Escambia County ("UF-IFAS Escambia County Extension Service"), and Escambia County, a political subdivision of the State of Florida ("County") (collectively "the Parties").

WHEREAS, the Parties entered into that certain Memorandum of Understanding ("MOU") dated May 3, 2012, for the purpose of setting forth the understandings and proposed actions of the Parties with regard to sale of property for the express benefit of the overall Extension 4-H Youth Development Program in Escambia County; and

WHEREAS, Section 4 of the MOU contemplated that the County would pursue one of two options to acquire a parcel of land to be used for 4-H Extension animal-related programs and other appropriate 4-H Extension activities; and

WHEREAS, the Parties agree that it is in their mutual interests for the County to pursue acquisition of other parcels not contemplated in Section 4 of the MOU;

NOW, THEREFORE, for the consideration described below, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. The two options described in Section 4 of the MOU relating to the acquisition of land by the County have been investigated by the Parties, and the Parties have determined that neither option is viable.

3. The parcels of land described in the attached Exhibit A are a suitable alternative to the two options described in Section 4 of the MOU, and the Parties have agreed that the County shall acquire the parcels of land described in Exhibit A under the terms and conditions set forth in Exhibit B, which is attached hereto, is binding upon the Parties and made a part of this Amendment.

4. Upon acquisition of the parcels of land described in the attached Exhibit A and dedication of its use to 4-H Extension programs, including but not limited to animal science programs, the County will have satisfied all of its obligations under Section 4 of the MOU.

5. If the County fails to acquire the parcels of land described in the attached Exhibit A, this First Amendment shall be null and void. In all other respects, the MOU, as modified by this First Amendment, remains in full force and effect.
Signed on the dates noted below.

Escambia County 4-H Foundation, Inc.

By Its President

Date May 15, 2014

UF-IFAS Escambia County Extension Service

By Dr. Nick Place

Its Dean for Extension

Date May 15, 2014

BOARD OF COUNTY COMMISSIONERS
ESCambia COUNTY, FLORIDA

PAM CHILDERS
Clerk of the Circuit Court

Lumon J. May, Chairman

Date 5/15/2014

BCC Approved May 15, 2014

This document approved as to form and legal sufficiency

By

Title County Attorney

Date 5/15/14
EXHIBIT "A"

THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHWEST QUARTER (NW ¼) AND THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION TEN (10), TOWNSHIP TWO NORTH (2 N), RANGE THIRTY-TWO WEST (32 W).

LESS AND EXCEPT: THE RAILROAD RIGHT OF WAY LOCATED IN THE SOUTHWEST CORNER OF SAID PARCEL.

AND


Parcel Reference #: 10-2N-32-2301-000-000
EXHIBIT "A"

The Northeast quarter of the Northwest quarter of Section 10, Township 2 North, Range 32 West, Escambia County, Florida.

LESS and EXCEPT the North 330 feet as conveyed in Deed recorded in Official Record Book 2011 at page 897 and the South 35.00 feet of the East 1000.00 feet as conveyed in Deed recorded in Official Record Book 6296 at page 1504 and any portion lying within road rights of way.

Parcel ID: 10-2N-32-2100-000-000
EXHIBIT B to the

Amendment to Memorandum of Understanding between the Escambia County 4-H Foundation, Inc. (the “Foundation”), the University of Florida Board of Trustees on behalf of the University of Florida-Institute of Food and Agricultural Sciences Extension Service in Escambia County (“UF-IFAS Escambia County Extension Service”), and Escambia County, a political subdivision of the State of Florida (the “County”) (collectively “the Parties”).

The Parties agree to the following in connection with the purchase by the County of the property described in Exhibit A of the Amendment (the “Property”):

1. County will:
   a. Provide all funding for a full-time program assistant (or equivalent) position to the UF-IFAS Escambia County Extension Service to be employed by the County, but supervised by UF-IFAS Escambia County Extension Service, for the duration of the time that the County owns the Property. The program assistant will be responsible for coordination of building projects on the Property, management of the Property and coordination of educational youth programs on the Property.
   b. Provide for maintenance of the Property, pay all utility costs for the Property, and provide the labor for repairs and construction of pole barns and livestock facilities on the Property. The County’s obligation to provide labor costs may be satisfied through the use of inmate and County employee labor.
   c. Provide $250,000 toward construction of new livestock facilities on the Property.
   d. With respect to the Property:
      i. refrain from selling, transferring, conveying, encumbering, or assigning any of County’s right, title, and/or interest in and to all or any portion of the Property to any other party whatsoever unless and until County, Foundation, and UF-IFAS Escambia County Extension Service have all mutually agreed and consented to, in writing, such proposed transaction and the terms thereof.
      ii. immediately subsequent to the recording of each deed vesting title to all or any portion of the Property in the County, evidence the consent rights set forth in the preceding subsection by recording in the County’s Official Records an executed Notice of Consent Rights with respect to the Property in a form substantially similar to that provided by UF-IFAS Escambia County Extension Service.
      iii. upon any approved sale or transfer of all or any portion of the Property, and within ten (10) days of the closing of such transaction, remit to the Foundation all net proceeds (i.e., total sales price minus any standard seller closing costs approved as part of the contract for sale) resulting from such sale.
2. UF-IFAS Escambia County Extension Service will:
   a. Develop a job description and supervise the program assistant described in paragraph 1a above.
   b. Develop policies for use of the Property. These will include without limitation: policies and guidelines for Property use for the 4-H program following federal, state and county 4-H approved policies/procedures, and policies and guidelines for use and rental of the Property including without limitation standard rental agreements. Such policies and guidelines will, among other restrictions, generally restrict use of the Property to UF/IFAS Extension 4-H activities/programming and related and approved educational activities that may be conducted by not-for-profit organizations. The policies will allow County use of the Property if the Property is not being used for 4-H, Extension or other educational activities as long as the County’s use is in consonance with all policies and guidelines concerning the use of the property. All use of the Property for non-UF-IFAS Escambia County Extension purposes must be approved by and insured through County’s Risk Management.
   c. Develop a form agreement which will set forth the rights and responsibilities of those using the Property for non-UF/IFAS Extension 4-H or Extension purposes. The form must be approved by the County’s Risk Management.
   d. Receive all rentals/income from use of the Property.
   e. Schedule all events on the Property.
   f. Have the exclusive right to name the Property, any portion of the Property or any facilities on the Property.
   g. Develop plans for, manage and supervise construction of educational facilities on the Property. The development of plans for construction of a 4-H livestock facility on the Property will begin after closing and UF-IFAS will make reasonable efforts to substantially complete the facility in one year. Remaining facilities will be projected over a 36-month time line with restroom facilities recognized as critical for use of the property.

3. Foundation will:
   a. Pay for materials for repairs and improvements on the Property at the request of UF-IFAS Escambia County Extension.
   b. Provide funds to reimburse the County for purchasing the Property ($540,000 plus share of closing costs).
   c. Provide financial resources for program development and presentations on the Property at the request of UF-IFAS Escambia County Extension, including on-site demonstrations.