

**SECOND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this First day of March, 2010 ("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 have entered into a First Amendment dated March 1, 2007, to establish their respective responsibilities, including funding, and administrative rules regulating the Duval County IFAS Cooperative Extension Service, and

WHEREAS, the CITY and UNIVERSITY now desire to amend the MOU to expand their respective responsibilities to funding by providing for existing and future residual funding and administrative rules regulating the utilization of these funds by 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 and the UNIVERSITY agree Section E of the First Amendment shall be amended to read as follows:

- 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 10th.

And also, any existing and future salary savings created by vacancies in faculty positions and/or hiring of faculty members at salaries lower than initially budgeted in the Professional Services contract may be used by the UNIVERSITY to hire or pay current personnel to maintain Extension programming in Duval County.

RENEWAL - MODIFICATION

This Agreement shall be effective as of March 1 of 2010 and shall continue through September 30th 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.

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:

To Duval County Extension Office: CITY Of Jacksonville 1010 N. McDuff Avenue Jacksonville, FL 32254	To University: UNIVERSITY OF FLORIDA Division of Sponsored Research 216 Grinter Hall, PO Box 115500 Gainesville, FL 32611-5500
Copy Kerri Stewart Chief Administrative Officer 4th Floor, City Hall at St. James 117 W. Duval St. Jacksonville, FL 32202	Copy UNIVERSITY OF FLORIDA IFAS Sponsored Programs G022 McCarty Hall-D PO Box 110110 Gainesville, FL 32611-0110
Copy Roslyn Phillips Chief Community Officer 4th Floor, City Hall at St. James 117 W Duval Street Jacksonville, FL 32202	Copy UNIVERSITY OF FLORIDA IFAS District Extension Office 1062 McCarty Hall D PO Box 110220 Gainesville, FL 32611-0220

APPROVED BY:

City of Jacksonville Signatures:



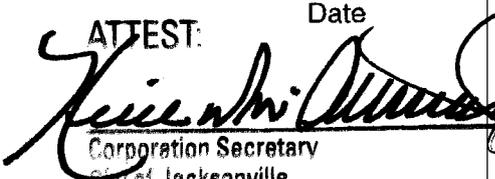
 Mike Sweat, CED/Director
 Duval County Extension Director
 City of Jacksonville, Florida

5/24/10

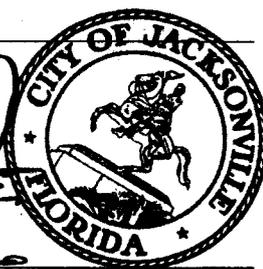
 Date



 John Peyton, Mayor, City of Jacksonville
 (or person designated by authority in
 Section 20.107, Ordinance Code)

ATTEST:


 Corporation Secretary
 City of Jacksonville



5-20-10

 Date

UNIVERSITY of Florida Signature:

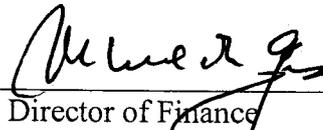


 Brian Prindle
 Associate Director of Research
 University Of Florida
 Division Of Sponsored Programs

6/17/10

 Date

In accordance with Section 24.103(e) of the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that sufficient funds have been budgeted for this agreement; and as of October 1, 2009 there will be 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 monies provided therein to be paid.

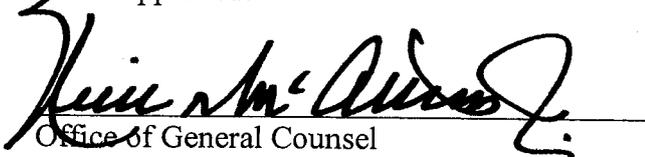


Director of Finance

City Contract Number 6715-24

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Form Approved:



Office of General Counsel

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