

Legislative #

150220

TOLLING AGREEMENT

This Tolling Agreement (this “Agreement”) is made and entered into this ____ day of July, 2015 (the “Effective Date”) by and between the CITY OF GAINESVILLE, a municipality organized under the laws of the State of Florida, doing business as Gainesville Regional Utilities (the “City”) and JONES EDMUNDS & ASSOCIATES, INC., a Florida corporation (“Jones Edmunds”), regarding potential causes of action related to professional services provided by Jones Edmunds to the City concerning the Sweetwater Branch/Paynes Prairie Sheetflow Restoration Project, located at 325 S.W. Willistion Road, Gainesville, Florida, following the execution of a Professional Services Agreement between the City and Jones Edmunds dated August 19, 2008. The City and Jones Edmunds are collectively referred to herein as the “Parties.”

WHEREAS, the Parties have a common interest in allowing time for an ongoing analysis of the alleged causes of action.

WHEREAS, the Parties have a common interest entering into this tolling agreement to toll any and all statutes of limitation and repose that may be currently running on any and all causes of action.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals.** – The foregoing recitals are true and correct, and are incorporated herein by this reference.
2. **Covered Matters** - This Agreement shall relate to and include any and all causes of action under federal, state, local or common law that may be asserted concerning the causes of action.

3. **Tolling of Time** - The time within which any party may assert any claim involving the causes of action, whether by the filing of a complaint or by any other means at any proceeding, however styled, in federal or state court or any other forum in which said causes of action could be heard, in accordance with any applicable common law or statutory time limitation, shall be tolled commencing on the Effective Date and ending Monday, February 29, 2016.

4. **Written Notice** - Any written notice required to be given pursuant to this Agreement shall be sent certified mail return receipt requested or Federal Express at the addresses provided in the signature page for this Agreement (the "Notice Address").

5. **No Admission of Liability** - This Agreement shall not operate as an admission of liability by any party. Neither this Agreement nor any action taken hereunder shall be offered or received in evidence in any action or proceeding as an admission of liability or wrongdoing of any nature on the part of any party.

6. **Counterparts** - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. The parties agree that proof of execution can be made by a party providing a facsimile copy of an original signature.

7. **No Creation of Additional Rights** - Nothing in this Agreement shall be construed to provide any party with rights or Causes of Action which that he or it did not have, or were otherwise not entitled to, prior to execution of this Agreement.

8. **Effective Law** - This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

9. **Amendment or Modification** - This Agreement may be extended in duration, modified, amended or supplemented only by written instrument signed by all parties. This

Agreement shall be binding upon and shall operate in favor of the employees, officers, directors, successors, and assigns of the parties.

10. **Authorized Representatives** – Each party acknowledges that those executing this Tolling Agreement on their behalf are authorized representatives acting within the scope of their authority, and that this Agreement constitutes the entire understanding and agreement between the parties with regard to the matters addressed herein.

Jones Edmunds & Associates, Inc.

By: _____
Edward O. Savitz, Esq., its counsel

Date: _____

Notice Address: c/o Edward O. Savitz, Esq.
Bush Ross, P.A.
1801 North Highland Ave.
Tampa, FL 33602
Phone: (813) 204-6413
Fax: (813) 223-9620
Email: esavitz@bushross.com

City of Gainesville

By: _____

Date: _____

Notice Address David C. Schwartz
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