

Legislative
#150762

FIRST AMENDMENT TO TOLLING AGREEMENT

This First Amendment to Tolling Agreement (“Amendment”) is made and entered into this _____ day of _____, 2016, and is by and between JONES EDMUNDS & ASSOCIATES, INC., a Florida corporation, with a contact c/o Edward O. Savitz, Esquire, its counsel, 1801 North Highland Avenue, Tampa, Florida 33602 (“Jones Edmunds”) and the CITY OF GAINESVILLE, a municipality organized under the laws of the State of Florida, doing business as Gainesville Regional Utilities, with a contact c/o David C. Schwartz, Assistant City Attorney, Post Office Box 490, Station 46, Gainesville, Florida 32627-0490 (“City”). Jones Edmunds and the City are collectively referred to herein as the “Parties,” and each individually as a “Party.”

RECITALS

WHEREAS, the Parties entered into a Tolling Agreement dated August 20, 2015 (the “Agreement”), in which the Parties agreed that, in exchange for the preservation and tolling of all claims within the scope of the Agreement, the Parties would not take or file any civil, administrative or regulatory action, claim or complaint against any other Party to the Agreement during the term of the Agreement; and

WHEREAS, the Tolling Period established in the Agreement will expire on Monday, February 29, 2016; and

WHEREAS, the Parties wish to avoid the expense, delay and uncertainty of litigating the claims, and have been accordingly working in good faith toward resolution of the claims through settlement negotiations; and

WHEREAS, the Parties have made progress in establishing potential terms of a settlement; and

WHEREAS, the Parties wish to extend the term of the Tolling Period for four months from the expiration date of the original Tolling Agreement.

AGREEMENT

NOW, THEREFORE, the Parties do hereby agree as follows:

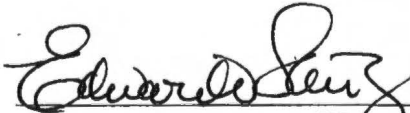
1. All capitalized terms used in this Amendment that are not otherwise defined herein shall have the meaning ascribed to such terms by the Agreement.
2. Paragraph 3 of the Agreement is amended as follows: The reference to "Monday, February 29, 2016" shall be deleted and replaced with Thursday, June 30, 2016."
3. Except to the extent amended or modified by this Amendment, all the terms, conditions and provisions of the Agreement shall remain in full force and effect.

AGREED AND EXECUTED:

CITY OF GAINESVILLE

JONES EDMUNDS & ASSOCIATES, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: EDWARD O. SMITH
Title: ATTORNEY
Date: 2/18/16

Approved as to Form and Legality:

By: _____
David C. Schwartz
Assistant City Attorney II
City of Gainesville, Florida