

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE
FOR THE ACQUISITION OF THE TRUNKED RADIO SYSTEM**

This First Amendment to the Interlocal Agreement for the Acquisition of the Trunked Radio System (the "First Amendment") is made and entered into this _____ day of _____, 2023 by and between ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners (the "County"), and the CITY OF GAINESVILLE, a municipal corporation of the state of Florida, by and through its City Commission on behalf of itself and the GAINESVILLE REGIONAL UTILITIES (the "City"). Collectively hereinafter the County and City are referred to as the "Parties".

WHEREAS, City and County entered into that certain *Interlocal Agreement Between Alachua County and the City of Gainesville for the Acquisition of the Trunked Radio System* recorded in the Official Records of Alachua County on June 30, 2023, Book 5102, Page 2146 (the "Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement establishes dates and deadlines for the Parties to complete the transaction contemplated by the Interlocal Agreement; and

WHEREAS, Parties now mutually desire additional time to complete the Parties' respective due diligence and to finalize and execute a Purchase and Sale Agreement; and

WHEREAS, the Parties hereby agree to amend the Interlocal Agreement pursuant to the power granted to the parties under § 163.01, Florida Statutes, for purposes of extending the term of the Interlocal Agreement, as well as all dates and deadlines contained therein, through December 31, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

A. Extension of the Term of the Interlocal Agreement and All Dates and Deadline. The term of the Interlocal Agreement, as well as all dates and deadlines set forth in the Interlocal Agreement, including but not limited to the Due Diligence Period and the Closing Date, are hereby extended through December 31, 2023, unless a later date is agreed upon in writing by the Parties.

B. Counterparts and Electronic Signatures. This First Amendment may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The Parties agree that an electronic version of this First Amendment shall have the same legal effect and enforceability as a paper version. The Parties further agree that this First Amendment, regardless of whether in electronic or paper form, may be executed by use of electronic

signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this First Amendment and shall provide the City with instructions on how to use said method. Delivery of this First Amendment bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of the document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

C. Construction of the First Amendment. This First Amendment shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this First Amendment.

D. Effective Date. This First Amendment shall become effective upon full execution of the First Amendment by both Parties and its filing with the Alachua County Clerk of Circuit Court in accordance with Section 163.01(11), Florida Statutes.

(Remainder of page is intentionally blank).

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

Anna Prizzia, Chair

ATTEST:

J.K. "Jess" Irby, Clerk of Court

APPROVED AS TO FORM

County Attorney's Office

CITY OF GAINESVILLE, FL

Harvey Ward, Mayor

ATTEST:

Kristen J. Bryant, Interim City Clerk

APPROVED FOR LEGAL SUFFICIENCY

Daniel M. Nee, City Attorney