

**FIRST AMENDMENT TO AGREEMENT NO. 10648 BETWEEN ALACHUA COUNTY AND
ALACHUA CONSERVATION TRUST FOR PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT to Agreement NO. 10648, made and entered into this _____ day of _____ A.D. 20____, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and ALACHUA CONSERVATION TRUST, a Florida not for profit corporation, hereinafter referred to as "Professional", and collectively the County and the Professional are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, on November 8, 2016 Alachua County voters approved the 8-year Wild Spaces Public Places half-cent surtax referendum for the purpose of acquiring and improving environmentally significant lands to protect drinking water sources, water quality and wildlife habitat, and to create, improve and maintain parks and recreational facilities; and

WHEREAS, the County issued Request for Proposal ("RFP") 17-219 seeking the professional services of a contract negotiator to assist the County in the implementation, coordination and promotion of the County's Alachua County Forever Program; and

WHEREAS, pursuant to RFP 17-219 the Parties hereto previously entered into the Agreement for Professional Services between Alachua County and Alachua County Conservation Trust, dated August 8, 2017, (the "Agreement") for the provision of professional services as Agent for the County in real estate negotiations and other services related to the acquisition of real property; and

WHEREAS, the County desires to exercise its option to renew the Agreement for an additional three year term continuing through September 30, 2023.

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

A. Section #1 of the Agreement, **Term**, is amended in its entirety to read:

This Agreement is effective on the date executed by both Parties and continuing through September 30, 2023, unless earlier terminated as provided herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

B. Electronic Signatures. The following new provision is incorporated into the Agreement:

The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, 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 Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an 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 a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

C. This First Amendment shall take effect upon execution by both Parties.

D. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

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

By: _____
Robert Hutchinson, Chair
Board of County Commissioners
Date: _____

ATTEST


J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

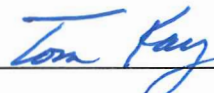


Alachua County Attorney's Office

WITNESS

By: 
Print: Ivor Kincaide
Title: Natural Resource Program Man.

PROFESSIONAL

By: 
Print: Tom Kay
Title: Executive Director
Date: 08/31/2020

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.