

**AMENDMENT TO THE AGREEMENT
BETWEEN THE
CITY OF GAINESVILLE AND
KEEP ALACHUA COUNTY BEAUTIFUL, INC.,
FOR THE GREAT AMERICAN CLEANUP, BEAUTIFUL BLOCK
PROGRAM, AND GRAFFITI REMOVAL**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this _____ day of _____, 2002 between the City of Gainesville, a municipal corporation in Alachua County, Florida, hereinafter referred to as the "CITY," and Keep Alachua County Beautiful, a Florida nonprofit corporation, hereinafter referred to as the "PROVIDER."

WHEREAS, the CITY and the PROVIDER have previously entered into an agreement for the Great American Cleanup and the Beautiful Block Program dated September 24, 2001; and

WHEREAS, the CITY and the PROVIDER wish to add Graffiti Removal to the Scope and Schedule of Services;

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 4 SCOPE AND SCHEDULE OF SERVICES is amended to include in Attachment 1, the following additions:

Attachment 1

V.

- A. Obtaining a "Right of Entry" permit from each owner/tenant of private property where graffiti will be removed. A copy of this form is included as Attachment 3.
- B. Remove graffiti from public and private property. The goal is to remove or cover graffiti within three (3) business days of the time it is referred to or discovered by the PROVIDER.
- C. Establish and maintain accurate records of: TYPE OF GRAFFITI REMOVED; LOCATION OF GRAFFITI REMOVAL; TYPE OF OBJECT(S) DEFACED; SIZE OF THE AREA OF THE OBJECT DEFACED; FREQUENCY OF GRAFFITI / VANDALISM AT A GIVEN LOCATION; TIME REQUIRED FOR SUFFICIENT REMOVAL; AMOUNT AND COST OF MATERIALS USED FOR REMOVAL; RESPONSE TIME BETWEEN GRAFFITI REFERRAL AND ITS REMOVAL; REFERRAL NAME AND CONTACT NUMBER; AND A DISTINCTION BETWEEN PRIVATE AND PUBLIC PROPERTY.

- D. The period of this pilot program is six months in duration, from April 1, 2002 through September 30, 2002.
 - E. The PROVIDER is responsible for removing all waste associated with graffiti removal.
 - F. Subcontractors shall be allowed only with the prior written approval of the CITY.
2. Section 5 FUNDING AND PAYMENT PROCEDURES is amended to include in 5.1, the following additions:

Section 5

5.1

In addition to the \$15,000 in-kind services funds, the \$15,000 contribution to renew its membership in Keep Alachua County Beautiful, and the \$10,000 for the continued implementation of "The Beautiful Block Program," the City will provide for additional funding up to, but not to exceed \$10,000 for graffiti removal and public education programs for graffiti prevention.

3. This amendment, when executed, together with the original agreement, constitutes the entire agreement between the parties.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated September 24, 2001, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the First Amendment to Agreement to be executed for the uses and purposes therein express on the day and year first above-written.

WITNESS:

KEEP ALACHUA COUNTY BEAUTIFUL

 Print: _____
 Title: _____

 Print: _____
 Title: _____

WITNESS:

CITY OF GAINESVILLE, FLORIDA

 Print: _____
 Title: _____

 Wayne Bowers
 City Manager

RIGHT OF ENTRY AGREEMENT

I/We _____, the owner(s) or tenant(s) of the property commonly identified as _____, Gainesville, Florida, do hereby grant and give freely and without coercion, the right of access and entry to said property to Keep Alachua County Beautiful (KACB), Inc., its agencies, contractors, and subcontractors thereof, for the purpose of removing and cleaning graffiti from the above described property.

It is fully understood that this permit is not an obligation to perform graffiti removal. The undersigned agrees and warrants to hold harmless KACB, its agencies, contractors, subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property.

I hereby set my hand this _____ day of _____, 200__.

Witness
Owner

Owner or Tenant

Address
Gainesville, FL

Zip Code
() -
Telephone Number

