

1 **AMENDMENT #1 TO MEMORANDUM OF AGREEMENT #AGR2016-47**
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3 THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT #AGR2016-47 made
4 and entered into this 8 day of November, 2016, by and between THE CITY OF
5 DUNNELLON (hereinafter "City") and FRIENDS OF DUNNELLON CHRISTMAS PARADE,
6 INC. d/b/a RAINBOW SPRINGS FINE ART ASSOCIATION (hereinafter "RSFAA"), a Florida
7 Not for Profit Corporation with a mailing address of 11928 North Williams Street, Suite 3,
8 Dunnellon, Florida 34432.

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10 WHEREAS, the City and RSFAA entered into MEMORANDUM OF AGREEMENT
11 #AGR2016-47 on October 18, 2016, to permit RSFAA to utilize portions of the City-owned
12 building located at 20804 West Pennsylvania Avenue, Dunnellon, Florida 344231; and
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14 WHEREAS, City and RSFAA hereby wish to amend MEMORANDUM OF
15 AGREEMENT #AGR2016-47 in accordance with this writing.
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17 NOW THEREFORE, for and in consideration of the mutual covenants and promises contained
18 herein, the parties agree as follows:

- 19 1. PARAGRAPH 7 of MEMORANDUM OF AGREEMENT #AGR2016-47 is hereby
20 amended to read as follows:
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23 7. MAINTENANCE & REPAIRS.
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- 25 a) RSFAA shall be responsible for maintaining the interior ceiling, walls, floor, and
26 fixtures of the Property. RSFAA shall maintain same in compliance with the City's
27 Code.
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29 b) City will maintain the exterior of the building on which the Property is located and all
30 other improvements of the Property for which RSFAA is not responsible for
31 maintaining, including, but not limited to: pipes, doors, and windows in compliance
32 with the City's Code.
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34 c) City will maintain the Property's lawn (including all landscaping, trees, and shrubs),
35 parking areas, and all other exterior portions of the Property. RSFAA may make
36 minor improvements to the Property's landscaping if granted prior permission by City
37 at City's sole discretion.
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39 d) RSFAA will notify City of any necessary repairs to the Property. Repairs will be
40 performed by City, if City, in its sole discretion, determines such repairs are

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necessary. Repairs are recoupable by City from RSFAA if City determines RSFAA is at fault for damage necessitating the repairs.

2. In all other respects the terms and conditions of MEMORANDUM OF AGREEMENT #AGR2016-47 shall remain the same.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement on the day and year first above written.

City:
CITY OF DUNNELLON, FLORIDA

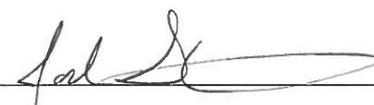
NATHAN WHITT, MAYOR
Date signed: _____

ATTEST:

DAWN M. BOWNE, MMC, CITY CLERK

Approved as to form and legal sufficiency:

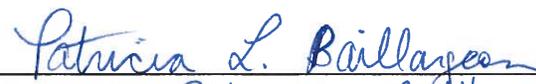
Andrew J. Hand, City Attorney

Witnesses:


Print name: Josh Stevens

**RSFAA: FRIENDS OF DUNNELLON
CHRISTMAS PARADE, INC.**


MATHEW BAILLARGEON, DIRECTOR
Date signed: 11-8-2014



Print name: Patricia L. Baillargeon