

**FIRST AMENDMENT TO AGREEMENT FOR ARTWORK LOAN AND DISPLAY**

THIS FIRST AMENDMENT TO AGREEMENT FOR ARTWORK LOAN AND DISPLAY ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MARY E. FEY**, ("Artist").

**WHEREAS**, on July 27, 2021, City and Artist entered into an agreement for artwork loan and display to be exhibited at the Recreation and Parks Administration Building located at 828 NE 8<sup>th</sup> Avenue, Ocala, Florida 34470; and the Eighth Avenue Adult Activity Center located at 830 NE 8<sup>th</sup> Avenue Ocala, Florida 34470 (the "Exhibition") City of Ocala contract No. REC/210483; and

**WHEREAS**, after the Original Agreement was fully executed by the parties, it was discovered that three of the artworks listed in the document attached thereto as Exhibit A – Artwork are unavailable; and

**WHEREAS**, City and Artist now desire to enter into this First Amendment solely for the purpose of replacing Exhibit A – Artwork in its entirety.

**NOW THEREFORE**, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Artist agree as follows:

1. **RECITALS.** City and Artist hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Artist is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT A – ARTWORK.** The document attached to the Original Agreement as Exhibit A – Artwork is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Revised Exhibit A – Artwork**.
4. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:



REC/210483

If to Artist:

Stephanie Fey  
1710 NE 38<sup>th</sup> Avenue  
Ocala, Florida 34470  
Phone: 352-208-4241  
E-mail: [steph.fey@cox.net](mailto:steph.fey@cox.net)

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer  
City of Ocala, City Hall  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-629-8366  
FAX: 352-690-2025  
E-mail: [tkimball@ocalafl.org](mailto:tkimball@ocalafl.org)

Copy to:

Robert W. Batsel, Jr., Esquire  
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471  
PH: 352-867-7707  
FAX: 352-867-0237  
E-mail: [rbatsel@ocalalaw.com](mailto:rbatsel@ocalalaw.com)

6. **EFFECT OF AGREEMENT.** In the event of any inconsistency between this First Amendment and a prior version of the Original Agreement, this First Amendment shall govern. Except as expressly set forth herein, the Original Agreement shall remain in full force and effect and is not amended or modified.
7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Artist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

9. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 01 / 06 / 2022.

**ATTEST:**

**CITY OF OCALA**

*Angel B. Jacobs*

*Ken Whitehead*

Angel B. Jacobs

Ken Whitehead

City Clerk

Assistant City Manager

**Approved as to form and legality:**

**MARY E. FEY**

*Robert W. Batsel, Jr.*

*Mary Fey*

Robert W. Batsel, Jr.

Signature

City Attorney

Mary E. Fey

Name

Artist

Title

Revised Exhibit A – Artwork

CONTRACT# REC/210483

Mary Fey / JANUARY 21, 2022 – MARCH 25, 2022



(1)



(2)



(3)



(4)



(5)

With a la Cooche 30" x 15" Oil \$ 225.00	New Road 11" x 14" Gouache \$ 80.00	Dream Farm 11" x 14" Gouache \$ 80.00	Storm Coming 11" x 14" Gouache \$ 80.00	The View 12" x 16" Gouache \$ 200.00
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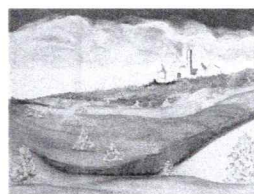
(6)



(7)



(8)



(9)



(10)

The Stream 16" x 20" Gouache \$ 320.00	First and Last 20" x 16" Watercolor \$ 320.00	Dancing Trees 12" x 16" Gouache \$ 200.00	Mirage 12" x 16" Gouache \$ 200.00	Rough Banks 12" x 16" Oil \$ 200.00
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Revised Exhibit A – Artwork

CONTRACT# REC/210483

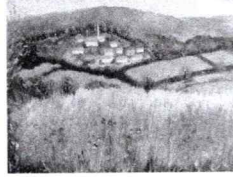
Mary Fey / JANUARY 21, 2022 – MARCH 25, 2022



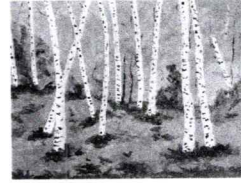
(11)



(12)



(13)

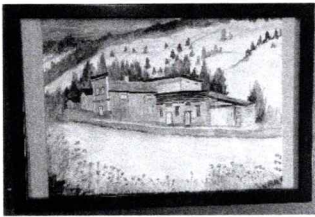


(14)



(15)

Autumn 12" x 16" Gouache \$ 200.00	Troubles Travel 9" x 12" Gouache \$ 55.00	Community 18" x 24" Gouache \$ 215.00	White Trees 9" x 12" Gouache \$ 55.00	Hidden Homes 11" x 14" Gouache \$ 80.00
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(16)

Ghost Town  
11" x 17"  
Gouache  
\$ 180.00

<b>TITLE</b>	FOR SIGNATURES - First Amendment to Agreement for Artwork...
<b>FILE NAME</b>	16464.original
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<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



**01 / 05 / 2022**  
08:29:25 UTC-5

Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Mary E. Fey (steph.fey@cox.net), kwhitehead@ocalafl.org (kwhitehead@ocalafl.org) and ajacobs@ocalafl.org (ajacobs@ocalafl.org) from biverson@ocalafl.org  
IP: 216.255.240.104



**01 / 05 / 2022**  
08:45:48 UTC-5

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)  
IP: 216.255.247.55



**01 / 05 / 2022**  
08:47:34 UTC-5

Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)  
IP: 216.255.247.55



**01 / 05 / 2022**  
11:25:19 UTC-5

Viewed by Mary E. Fey (steph.fey@cox.net)  
IP: 98.191.86.199



**01 / 05 / 2022**  
11:29:53 UTC-5

Signed by Mary E. Fey (steph.fey@cox.net)  
IP: 98.191.86.199

<b>TITLE</b>	FOR SIGNATURES - First Amendment to Agreement for Artwork...
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## Document History



**01 / 06 / 2022**  
10:29:30 UTC-5

Viewed by kwhitehead@ocalafl.org (kwhitehead@ocalafl.org)  
IP: 216.255.240.104



**01 / 06 / 2022**  
10:30:25 UTC-5

Signed by kwhitehead@ocalafl.org (kwhitehead@ocalafl.org)  
IP: 216.255.240.104



**01 / 06 / 2022**  
11:30:17 UTC-5

Viewed by ajacobs@ocalafl.org (ajacobs@ocalafl.org)  
IP: 216.255.240.104



**01 / 06 / 2022**  
11:30:26 UTC-5

Signed by ajacobs@ocalafl.org (ajacobs@ocalafl.org)  
IP: 216.255.240.104



**01 / 06 / 2022**  
11:30:26 UTC-5

The document has been completed.