

**THIRD AMENDMENT TO AGREEMENT FOR EMPLOYEE EVENT PLANNING AND
MANAGEMENT SERVICES**

THIS THIRD AMENDMENT TO AGREEMENT FOR EMPLOYEE EVENT PLANNING AND MANAGEMENT SERVICES ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **BELLA FAIRE**, a sole proprietorship authorized to do business in the State of Florida (EIN: 27-1715474) ("Vendor").

WHEREAS, on September 9, 2019, City and Vendor entered into an Agreement for Employee Event Planning and Management Services (the "Original Agreement"), City of Ocala Contract Number: CMO/190278; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency for the entire State of Florida as a result of the COVID-19 epidemic and requiring local jurisdictions to prohibit social gatherings of groups of ten (10) or more people; and

WHEREAS, this declaration, along with other local and state restrictions on social or recreational gatherings, necessitated the rescheduling of the City of Ocala's Employee Family Fun Day; and

WHEREAS, on August 24, 2020, City and Vendor entered into the First Amendment to Agreement for Employee Event Planning and Management Services (the "First Amendment") to amend the parties' respective performances under the Original Agreement considering the initial rescheduling of the City of Ocala's Employee Family Fun Day; and

WHEREAS, the COVID-19 epidemic continued to limit social gatherings and necessitated a second rescheduling of the City of Ocala's Employee Family Fun Day; and

WHEREAS, on July 15, 2021, City and Vendor entered into the Second Amendment to Agreement for Employee Event Planning and Management Services (the "Second Amendment") to formally amend the parties' respective performances under the Original Agreement considering the second rescheduling of the City of Ocala's Employee Family Fun Day; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for the first of two additional one-year renewal periods available under the Original Agreement.

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 Vendor agree as follows:

1. **RECITALS.** City and Vendor 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 Vendor, as amended, 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 Third Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **AUGUST 11, 2022** and terminating **AUGUST 10, 2023**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for one (1) additional one-year (1-year) period upon written agreement between the parties.
4. **NOTICES.** All notices, certifications or communications required by this Third 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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Bella Faire
Attn: Vonda R. Parker - Owner
7822 Sloewood Drive
Leesburg, FL 34748
PH: 352-787-0477
E-mail: bellafaire@ymail.com

If to City of Ocala:

Daphne Robinson, Esq., Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
Email: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-401-3972
Email: cityattorney@ocalafl.org

- 5. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 6. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.
- 7. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on 02 / 05 / 2023.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Peter A. Lee

Angel B. Jacobs
City Clerk

Peter Lee
City Manager

Approved as to form and legality:

BELLA FAIRE

William E. Sexton

U. Gordon


William E. Sexton, Esq.
City Attorney

By: Bella Faire
(Printed Name)


Title: Owner
(Title)

Title	FOR SIGNATURES - Third Amendment to Agreement for Employee.....
File name	FOR SIGNATURES - ...re (CMO 19027.pdf
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
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01 / 20 / 2023
13:57:55 UTC-5

Sent for signature to William E. Sexton (wsexton@ocalaf.org), Bella Faire (bellafaire@ymail.com), Peter Lee (plee@ocalaf.org) and Angel Jacobs (ajacobs@ocalaf.org) from biverson@ocalaf.org
IP: 216.255.240.104
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
02 / 03 / 2023
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Viewed by William E. Sexton (wsexton@ocalaf.org)
IP: 216.255.240.104
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SIGNED

02 / 03 / 2023
16:28:27 UTC-5

Signed by William E. Sexton (wsexton@ocalaf.org)
IP: 216.255.240.104
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VIEWED

02 / 03 / 2023
16:30:30 UTC-5

Viewed by Bella Faire (bellafaire@ymail.com)
IP: 67.235.214.176
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SIGNED

02 / 03 / 2023
16:33:13 UTC-5

Signed by Bella Faire (bellafaire@ymail.com)
IP: 67.235.214.176

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Viewed by Peter Lee (plee@ocalafl.org)
IP: 216.255.240.104



02 / 05 / 2023
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Signed by Peter Lee (plee@ocalafl.org)
IP: 216.255.240.104



02 / 06 / 2023
09:40:14 UTC-5

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



02 / 06 / 2023
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Signed by Angel Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104



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The document has been completed.