

FIRST AMENDMENT TO AGREEMENT FOR PERFORMANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR PERFORMANCE SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **DAVINA SOWERS** ("Artist").

WHEREAS, on March 23, 2022, City and Artist entered into an Agreement for Performance Services to be held on April 22, 2022 at Webb Field at the Martin Luther King Jr. Recreation Complex located at 1510 NW 4th Street Ocala, Florida 34475 (the "Event") City of Ocala contract No. REC/220148; and

WHEREAS, after the Original Agreement was fully executed by the parties, it was discovered that certain information in Paragraph 3 – Compensation was incorrect; and

WHEREAS, City and Artist now desire to enter into this First Amendment solely for the purpose of correcting the information contained in Paragraph 3 - Compensation.

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 PARAGRAPH 3 – COMPENSATION.** The language contained in Paragraph 3 – Compensation of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

COMPENSATION. Artist shall be paid the total sum of **SIX THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$6,500)** for the entire Performance (the "Performance Fee") payable as follows:

- A. Upon full execution of this Agreement, City shall pay a lump sum equal to **THREE THOUSAND, TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$3,250)** by check made payable to **KURLAND AGENCY** as a deposit towards the Performance Fee set forth above. This deposit may be fully refundable to City pursuant to the terms set forth in Paragraph 5 below.

- B. City shall remit payment for the remaining balance of the Performance Fee in the amount of, **THREE THOUSAND, TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$3,250)** and shall be hand-delivered to Artist immediately following the Performance unless the parties otherwise agree.
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:

If to Artist:

Kurland Agency

Attn: Dan Peraino

Phone: 617-254-0007

E-mail: dan@thekurlandagency.com

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer

City of Ocala, City Hall

110 SE Watula Avenue, 3rd Floor

Ocala, Florida 34471

PH: 352-629-8366

FAX: 352-690-2025

E-mail: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr., Esquire

Gooding & Batsel, PLLC

1531 SE 36th Avenue

Ocala, Florida 34471

PH: 352-579-6536

E-mail: rbatsel@lawyersocala.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.

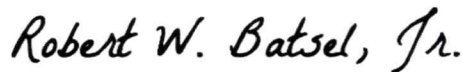
IN WITNESS WHEREOF, the parties have executed this First Amendment on 04 / 13 / 2022.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

DAVINA SOWERS

Signature

Davina Sowers

Name

Owner

Title

TITLE	FOR SIGNATURES - First Amendment to Agreement for...
FILE NAME	18890.original
DOCUMENT ID	2737460413aaff97f282bdf697b8c1d72df96e17
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STATUS	• Signed

Document History



SENT

04 / 06 / 2022

13:44:46 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Davina Sowers (dan@thekurlandagency.com), Ken Whitehead (kwhitehead@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org
IP: 216.255.240.104



VIEWED

04 / 06 / 2022

15:35:16 UTC-4

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



SIGNED

04 / 06 / 2022

15:36:02 UTC-4

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



VIEWED

04 / 06 / 2022

16:08:07 UTC-4

Viewed by Davina Sowers (dan@thekurlandagency.com)
IP: 75.147.3.61



SIGNED

04 / 13 / 2022

10:44:03 UTC-4

Signed by Davina Sowers (dan@thekurlandagency.com)
IP: 174.141.201.190

TITLE	FOR SIGNATURES - First Amendment to Agreement for...
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Document History



VIEWED

04 / 13 / 2022

11:10:12 UTC-4

Viewed by Ken Whitehead (kwhitehead@ocalafl.org)

IP: 216.255.240.104



SIGNED

04 / 13 / 2022

11:10:54 UTC-4

Signed by Ken Whitehead (kwhitehead@ocalafl.org)

IP: 216.255.240.104



VIEWED

04 / 13 / 2022

11:40:11 UTC-4

Viewed by Angel Jacobs (ajacobs@ocalafl.org)

IP: 216.255.240.104



SIGNED

04 / 13 / 2022

11:40:20 UTC-4

Signed by Angel Jacobs (ajacobs@ocalafl.org)

IP: 216.255.240.104



COMPLETED

04 / 13 / 2022

11:40:20 UTC-4

The document has been completed.