

**FIRST AMENDMENT TO AGREEMENT FOR CONCERT SERIES PRODUCTION AND
MANAGEMENT SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR CONCERT SERIES PRODUCTION AND MANAGEMENT SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ONIRAM PRODUCTIONS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 73-1634604) ("Vendor").

WHEREAS, on June 21, 2023, City and Oniram Productions, Inc. entered into an Agreement for Concert Series Production and Management Services (the "Original Agreement"), City of Ocala Contract Number: REC/220663 for a term from May 6, 2023 to November 15, 2024; and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the first of two (2) available two-year (2-year) renewal terms 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 First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional (2) two-year term beginning on **NOVEMBER 16, 2024** and terminating **NOVEMBER 15, 2026**. Thereafter, this Agreement may be renewed for **ONE (1)** optional **TWO (2) YEAR** period by written consent between City and Vendor.
4. **AMENDMENT TO EXHIBIT A – SCOPE OF WORK.** The document attached to the Original Agreement as **Exhibit A** is hereby deleted in its entirety and replaced with **Amended Exhibit A-Scope of Work**.
5. **COMPENSATION.** Vendor shall be paid a price not to exceed the maximum limiting amount of **THREE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$308,000)** (the "Contract Sum") during the Renewal Term as full and complete compensation for the timely and satisfactory provision of services.
6. **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 Vendor:

Oniram Productions, Inc.
Attention: Anthony Marino
23 Bahia Trace Loop
Ocala, Florida 34472
Phone: 352-216-3271
E-mail: amarino@oniramproductions.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

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).** 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 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this First Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:

ONIRAM PRODUCTIONS, INC.

Signature

By: _____
(Printed Name)

Title

Title: _____
(Title of Authorized Signatory)

BACKGROUND

1. Vendor shall produce and manage a yearly artist performance series throughout the City of Ocala.
2. All work shall be coordinated through City Project Manager, Amy Casaletto 352-368-5517, E-Mail: acasaletto@ocalafl.gov.
3. In the past, the City of Ocala has conducted and sponsored events within the community that mostly cater to community members, and people in immediate surrounding areas. Our goal is to create an atmosphere to attract new guests regionally and/or nationally. The ongoing performance series is anticipated to enhance the City's efforts to elevate the quality of events to attract the expanded desired demographic and help promote the City as a regional destination.

INVOICING

All original invoices will be sent to: Amy Casaletto, Project Manager, Recreation and Parks, 828 NE 8th Avenue, Ocala, FL 34470, Phone 352-368-5517, email: acasaletto@ocalafl.gov.

CITY'S ANNUAL PERFORMING ARTS PROGRAM

1. The City has created an annual performing arts program in an effort to expand arts and engagement throughout the City. This program will consist of:
 - a) Two (2) Art Park concerts
 - b) One (1) Retro Sounds concert
 - c) Ten (10) consecutive week concert series subject to the award of the Levitt AMP grant annually, with potential modifications if grant not awarded.
 - d) One (1) Sand and Sun concert
 - e) One (1) Light Up Ocala
 - f) One (1) Brick City Bluegrass Festival
 - g) One (1) Fourth of July event
 - h) Nine (9) Sunset Songs Series concerts
2. The Art Park performance series has one concert in January and one concert in February annually.
3. Retro Sounds is in March annually in conjunction with the First Friday Art Walk.
4. Levitt AMP Ocala Music Series ten-week consecutive concerts occurs annually from March to the end of May. The series will include up to seventeen (17) Friday or Saturday evenings.
5. The Sand and Sun concert occurs in June annually.
6. Light Up Ocala is in November annually on a Saturday.
7. The Brick City Bluegrass Festival is in February annually on a Saturday.
8. Fourth of July event is held annually in July.
9. The Sunset Songs Series is a nine-month concert series held one Wednesday per month September through May.

10. In the event of rain delays or inclement weather affecting the scheduled event, alternate dates will be considered for rescheduling. The City reserves the right to make a decision regarding rescheduling due to weather conditions.
11. Performances throughout the year will feature a variety of national, regional, and local talent that will attract a broad range audience.
12. The City's objective is to attract citizens and people from all over, generate excitement for downtown, and positively impact downtown business economy.

City reserves the right to determine which services we will secure on a case-by-case basis, as needed at the time.

VENDOR RESPONSIBILITIES

1. **Vendor will work with the City Project Manager** to provide booking and contracting for national, regional, and local talent. Final approval for each act must be given by the City. Vendor shall assume full responsibility for communicating directly with band managers and/or booking agents to ensure artist tech rider expectations are met, including but not limited to proper equipment and set up of such. Additionally, the Vendor shall seek input for performers as suggested by the City, securing availability, cost, and other essential details in a timely manner as provided in the proposal.
2. **Talent Procurement.** Vendor shall be responsible for negotiating and booking acts for each performance as requested by the City. All acts and contractual agreements entered into on behalf of the City must be approved by the City Project Manager. Failure to obtain City's preapproval of agreements with talent will release City from any financial obligations thereof when Vendor is acting as a booking agent. The City retains the right to book its own acts in tandem with or outside of the Vendor as it deems appropriate.
3. **Artist Management.** Vendor shall work directly with artist/band to meet on-site needs for the day of each event: load-in, sound check, hospitality (if requested) etc. Any and all hospitality costs for items requested by artist for the day of event (as explained in hospitality rider and negotiated by proposer and artist management) shall be incurred by the vendor and passed on to the City. The City retains the right to facilitate its own artist management as listed above in tandem with or outside of the vendor as it deems appropriate.
4. **Event Staff Management.** Vendor shall be responsible for securing adequate event staffing and security deemed appropriate by the City and as needed to supplement City services.
5. **Production Management.** Vendor shall be responsible for securing competent, professional grade sound and lighting at a competitive cost which meets both the expectations of the City and artist for each concert. All rider and backline requests must be negotiated by Vendor and artist management prior to concert series to ensure seamless set-up the day of each show. Vendor shall also be responsible for supplying any and all requested stage and tech labor as listed by artist.
6. **Ticket Pricing.** Vendor shall provide information regarding appropriateness of ticket pricing and information related to equivalent pricing for such artists.
7. **Site Coordination.** Vendor shall coordinate with City Project Manager regarding all site logistics management to ensure that each concert and/or performance art within the series is well produced.

SAFETY

1. Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.