

**FIRST AMENDMENT TO AGREEMENT FOR AGRICULTURAL  
AND EQUESTRIAN CENTER MANAGEMENT SERVICES  
NO. 11619**

THIS FIRST AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and SOUTHEAST HORSE SHOWS LLC, a Florida Limited Liability Corporation, which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County and Contractor previously entered into a Contractual Services Agreement dated May 25, 2021, for the Management Services of the Alachua County Agricultural and Equestrian Center, identified by No. 11619 (the “Agreement”); and

**WHEREAS**, the County has elected its option to renew the term of the original Agreement to allow the Contractor to furnish the goods or service to Alachua County; and

**WHEREAS**, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

**NOW, THEREFORE**, the County and Contractor agree to amend the Agreement as follows:

A. Amendment. Section #1, of the Agreement titled “Term”, subsection 1.1 is amended to read as follows:

1.1 This Agreement is effective beginning May 25, 2021, and continues until September 30, 2027, unless earlier terminated as provided herein.

B. Amendment. Section #4, of the Agreement titled “Method of Payment”, subsection 4.1 is amended to read as follows:

4.1. The Contractor shall be paid a monthly sum not to exceed Four Thousand Six Hundred Eighty Dollars (\$4,680.00) for a total annual cost of Fifty Six Thousand One Hundred Sixty Dollars (\$56,160.00) annually for the term of this Agreement.

C. Amendment. Section #5, of the Agreement titled “Alachua County Minimum Wage”, is hereby amended in its entirety to state as follows:

**5. Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County

Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "3"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$15.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour      \$17.00 per hour without health benefits

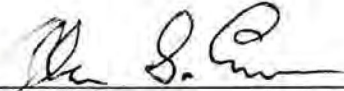
If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

D. Effective Date. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on October 1, 2022.


E. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any exhibits, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.


**CONTRACTOR**

By:   
Print: Alan S. EVANS  
Title: Managing member  
Date: 10/5/22

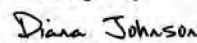
**ALACHUA COUNTY, FLORIDA**

By:   
Marihelen Wheeler, Chair  
Board of County Commissioners  
Date: Nov 4, 2022

**ATTEST**

  
J.K. "Jess" Irby, Esq. (Nov 4, 2022 11:21 CDT)  
\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

**APPROVED AS TO FORM**

DocuSigned by:  
  
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\_\_\_\_\_  
Alachua County Attorney's Office

**IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**











# Item #44, 23-0020, 10252022

Final Audit Report

2022-11-04

Created:	2022-11-04
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqYoG07mSYoO6yz5cDhKzmk4FOxrULf6l

## "Item #44, 23-0020, 10252022" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)  
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-  Document emailed to bocchairsignature@alachuacounty.us for signature  
2022-11-04 - 1:11:08 PM GMT
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2022-11-04 - 4:08:46 PM GMT- IP address: 163.120.80.11
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Marihelen Haddock Wheeler  
2022-11-04 - 4:09:09 PM GMT- IP address: 163.120.80.11
-  Document e-signed by Marihelen Haddock Wheeler (bocchairsignature@alachuacounty.us)  
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-  Document emailed to jki@alachuaclerk.org for signature  
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-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.  
2022-11-04 - 4:21:55 PM GMT- IP address: 107.72.178.151
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)  
Signature Date: 2022-11-04 - 4:21:57 PM GMT - Time Source: server- IP address: 107.72.178.151
-  Agreement completed.  
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