

**SECOND AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT
FOR ALACHUA COUNTY AGRICULTURAL AND EQUESTRIAN CENTER
MANAGEMENT SERVICES, #11619**

THIS SECOND 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 company (“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 Alachua County Agricultural and Equestrian Center Management Services, identified by no. 11619 (the “Agreement”); and

WHEREAS, the Parties entered into a First Amendment to the Agreement dated November 4, 2022; and

WHEREAS, the County and the Contractor desire to amend the Agreement to further clarify the obligations of the Parties, as set forth herein.

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

A. Amendment. Subsection 4.1 of Section 4 shall be amended to increase the annual amount of the Agreement:

4.1. The Contractor shall be paid a monthly sum not to exceed Four Thousand Eight Hundred Twenty Dollars and Forty Cents (\$4,8250.40) for a total annual cost of Fifty-Seven Thousand Eight Hundred Forty-Four Dollars and Eighty Cents (\$57,844.80) annually for the term of this Agreement. The amount paid to the Contractor for the Services performed for the County pursuant to the Agreement will be increased by an amount no greater than 3% annually for the term of this Agreement.

B. Amendment. Subsection 4.2 of Section 4 shall be amended to modify the listed address:

Alachua County Parks & Open Space
Attn: Director
210 SE 134th Avenue
Micanopy, FL 32667

C. Amendment. Section 8 of the Agreement, titled “Project Records” amended to read as follows:

8. Project Records.

8.1 **Public Records:** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County.

8.2 Confidential Information: During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction.

D. Amendment. Section #12, of the Agreement titled "Indemnification" is amended to read as follows:

12. Indemnification. CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ALL LIABILITIES, DAMAGES, LOSSES, DEMANDS, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT, INJURY OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH:

- (1) an act, error, omission or negligence of the Contractor or Contractor’s officers, employees, volunteers, agents, subcontractor or any other person acting on behalf of the Contractor;
- (2) an accident, injury or damage caused to any person or animal at the Center due to fault of Southeast Horse Show, LLC;
- (3) the license, use, occupancy, management or operation of the Center for an event or show or other use by or for Southeast Horse Show, LLC; or
- (4) breach or default by the Contractor under this Agreement.

The Contractor will not be required to indemnify the County to the extent of the County’s wrongful acts or negligence or breach of this Agreement by the County. It is acknowledged by the Parties that the County is the owner of the Alachua County Agricultural and Equestrian Center (“Center”) and the Contractor, by way of this Agreement, has agreed to provide for the office management and operations of the Center for the County. The County may schedule its own “County sponsored Events” at the Center which for purposes of this Agreement are defined as: County authorize direct use of the Center to another entity or person without it being contracted with or booked by the Contractor; license or use of the Center by an Alachua County department, division or office; or event authorized by the County at the Center that does not carry of additional third party insurance naming Southeast Horse Shows as an additional insured. The Contractor assumes no liability for such County Sponsored Events, unless due to (1) through (4) listed above.

The obligations set forth herein shall in no way be limited in any nature by any limitation on the amount or type of Professional’s insurance coverage. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

- C. Amendment. Paragraph 1 in Exhibit 1, Scope of Services, attached to the original Agreement is added to add the word ‘office’ to first sentence in paragraph 1, so as to state: “The Contractor, as an agent of Alachua County, shall provide office management services to the Alachua County Agriculture & Equestrian Center (AGEQ).” All other specifications, terms and conditions of Exhibit 1 remain unchanged by this Second Amendment.
- D. Effective Date. Upon and after full execution of this Amendment by the Parties, this Second Amendment shall be effective upon the date of execution by both Parties.
- E. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, 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 Second Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners
Date: _____

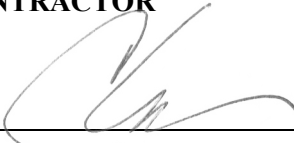
ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By:  _____
Print: Carlie Evans for Southeast Horse Shows, LLC
Title: Manager
Date: 9.20.24