FIRST AMENDMENT TO AGREEMENT FOR THE PROVISION OF ADVANCED LIFE SUPPORT AMBULANCE STANDBY SERVICES FOR EQUESTRIAN EVENTS BETWEEN

ARENA HORSE SHOWS OF OCALA, L.L.C. AND MARION COUNTY, FLORIDA

THIS FIRST AMENDMENT is made and entered into on this 30 day of 2024 ("Effective Date"), by and between ARENA HORSE SHOWS OF OCALA, L.L.C., an Ohio limited liability company (hereinafter referred to as "ARENA"), and the MARION COUNTY, a political subdivision of the State of Florida, f/b/o Marion County Fire Rescue (hereinafter referred to as the "COUNTY") (each hereinafter referred to as "Party," collectively "Parties").

WHEREAS

- A. The Parties previously entered into an Agreement for the provision of advanced life support ambulance standby services for equestrian events (the "Agreement"), which agreement contained inadvertent scrivener's errors regarding ARENA's obligations respecting hourly and guaranteed minimum compensation to COUNTY; and
- B. The Parties agree that it is in the best interest of the citizens of Marion County to rectify the scrivener's errors and restate their Agreement to correctly note ARENA's obligations respecting hourly and guaranteed minimum compensation to COUNTY;
- **NOW, THEREFORE**, for and in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:
- **SECTION 1. AMENDMENT.** Sections 4.A.1. and 4.A.2. of the Agreement are hereby deleted in their entirety and replaced with the following:
 - **4.A.1. Hourly Amount.** ARENA shall compensate COUNTY in the sum of One Hundred Fifty and 00/100 Dollars (\$150.00) per hour for each ambulance unit dedicated to an Event.
 - **4.A.2.** <u>Guaranteed Minimum</u>. The Parties expressly agree that ARENA shall be responsible to COUNTY for compensation of a minimum of two (2) hours or Three Hundred and 00/100 Dollars (\$300.00) for each ambulance unit at each Event.
- **SECTION 2.** <u>Full Force</u>. Except as expressly modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

Remainder of page intentionally left blank. Signature page follows.

IN WITNESS WHEREOF, the said Parties have entered into this Agreement as of the date of the last signature below.

WITNESS: Signed before me:	ARENA HORSE SHOWS OF OCALA, LLC
Signature Date JANNA WARD Print Name Print Name Date 12/30/24	By: Donald R. DeLuca Donald R. DeLuca Its: Vice President, Legal Date:
Signature Date	
Jeanne Hagan	
Print Name	
STATE OF Florida COUNTY OF Martin	
The foregoing instrument was acknowledged before online notarization, this 30 day of Dec. of ARENA HORSE SHO	me by means of physical presence or as the OWS OF OCALA, L.L.C., an Ohio limited liability
(SEAL) JANNA WARD MY COMMISSION # HH 240091 EXPIRES: July 9, 2026	Samuland
Personally known OR Produced Identification Type of Identification Produced:	Notary Public, State of Honda
	MARION COUNTY F/B/O MARION COUNTY FIRE RESCUE
ATTEST:	By: Kathy Bryant, Chairman Board of County Commissioners
Gregory C. Harrell, Clerk	Date
Date:	
APPROVED AS TO FORM. :	