

**TWELFTH AMENDMENT TO AMENDED AND RESTATED  
EQUESTRIAN CENTER SERVICES CONTRACT  
BETWEEN  
CITY OF JACKSONVILLE  
AND  
NORTHEAST FLORIDA EQUESTRIAN SOCIETY/H.O.R.S.E. THERAPIES, INC.**

**THIS TWELFTH AMENDMENT** to Amended and Restated Equestrian Center Services Contract is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **NORTHEAST FLORIDA EQUESTRIAN SOCIETY/H.O.R.S.E. THERAPIES, INC.**, a Florida not-for-profit corporation with an address at 13611 Normandy Boulevard, Jacksonville, Florida 32221. ("NFES").

**RECITALS:**

**WHEREAS**, City and NFES are parties to that certain Amended and Restated Equestrian Center Services Contract dated as of October 1, 2015, as amended by that certain First Amendment dated December 2, 2016, that certain Second Amendment dated October 5, 2017, that certain Third Amendment dated September 28, 2018, that certain Fourth Amendment dated December 18, 2019, that certain Fifth Amendment dated November 18, 2020, that certain Sixth Amendment dated November 15, 2021, that certain Seventh Amendment dated December 8, 2022, that certain 8th Amendment dated December 18, 2023, that certain 9<sup>th</sup> Amendment dated January 26, 2024, that certain 10<sup>th</sup> Amendment dated August 13, 2024, and that certain 11<sup>th</sup> Amendment dated October 30, 2024, City of Jacksonville Contract No. 10028 (the "Contract"); and

**WHEREAS**, the parties desire to amend the Contract further to revise and update the Insurance Requirements by deleting current Section 9.2 ("Insurance") in Article IX ("Indemnification and Insurance Requirements") of said Contract in its entirety and replacing it with a new Section 9.2, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

**IN MUTUAL CONSIDERATION** of the provisions contained herein and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties hereby agree to amend said Contract as follows:

1. The Recitals set forth above are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.
2. Section 9.2 of said Contract is amended to revise and update the Insurance Requirements by deleting current Section 9.2 ("Insurance") in Article IX ("Indemnification and Insurance Requirements") in its entirety and replacing it with a new Section 9.2, and as amended, shall read as follows:

**"9.2 Insurance.** Without limiting its liability under this Contract, Contractor shall procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its subcontractors, laborers, materialmen, and

suppliers to provide, as applicable) insurance of the types and in amounts not less than those stated below:

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which under an NCCI filing must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above-stated limits.

<b>Automobile Liability</b>	\$1,000,000	Combined	Single	Limit
(Coverage for all automobiles, owned, hired, or non-owned used in performance of the Services)				

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, and must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

<b>Professional Liability</b>	\$1,000,000 per Claim and Aggregate (Including
Medical Malpractice when applicable)	

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

**Pollution Liability**

\$1,000,000 /limit

Any entity hired to perform services as part of this Contract for environmental- or pollution-related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

**Sexual Molestation**

\$1,000,000 limit

(Only if the program includes direct supervision of children, special needs, and/or senior citizens)

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**Liquor Liability**

\$1,000,000 Per Claim and Aggregate (Liquor

Liability coverage will be provided on an Occurrence Form or a Claims Made

Form with a retroactive date to at least the first date of this Contract and with a three-year reporting option beyond the annual expiration date of the policy).

**Umbrella Liability**

\$5,000,000 Each Occurrence/Agg.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying Liability coverages (General Liability, Workers Compensation, Auto Liability, Sexual Assault/ Molestation, Pollution Liability, Liquor Liability) and provide on an Occurrence basis, all coverages listed above and shall be included in the Umbrella policy.

**Additional Insurance Provisions**

- A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in

a form no more restrictive than CG2010 and CG2037, and for Automobile Liability in a form no more restrictive than CA2048.

- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.
- G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance at contract execution, that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

- L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and the Insurance Requirements and Indemnification to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor."

3. NFES represents and warrants to the City that NFES has full right and authority to execute and perform its obligations under this Twelfth Amendment and the Contract, and NFES and the person(s) signing this Twelfth Amendment on NFES's behalf represent and warrant to the City that such person(s) is/are duly authorized to execute this Twelfth Amendment on NFES's behalf without further consent or approval by anyone. NFES shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence such authority.

4. This Twelfth Amendment is the entire agreement between the parties regarding the modifications to the Contract provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successors, legal representatives, and assigns.

5. This Twelfth Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

6. The maximum indebtedness shall remain an amount not to exceed \$5,915,685.93.

**SAVE AND EXCEPT** as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract shall remain unchanged and shall continue in full force and effect.

**[Remainder of this page left blank intentionally. Signature page follows immediately.]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Twelfth Amendment as of the Effective Date.

**ATTEST:**

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Donna Deegan, Mayor

**WITNESS:**

**NORTH FLORIDA EQUESTRIAN  
SOCIETY/H.O.R.S.E. THERAPIES,  
INC., a Florida not-for-profit corporation**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Form Approved:

\_\_\_\_\_  
Office of General Counsel