



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND BRIDGES  
EVERGLADES, LLC FOR CONCESSIONS OPERATIONS FOR EVERGLADES HOLIDAY PARK  
(RLI #R1060701R1)**

This First Amendment to the Agreement (“First Amendment”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Bridges Everglades, LLC, a Florida limited liability company (“Bridges”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. County and Bridges entered into an Agreement for concessions operations at Everglades Holiday Park on May 14, 2013 (the “Agreement”).

B. The Term of the Agreement commenced on June 3, 2013 and will expire on June 3, 2023.

C. As a result of the novel 2019 coronavirus (“COVID-19”), County closed Everglades Holiday Park from March 17, 2020, through May 17, 2020, in the interest of the public’s health and safety.

D. Section 32.2 of the Agreement gives County the right to right to audit the books, records, and accounts of Bridges and its subcontractors that are related to the Agreement.

E. Bridges has requested that certain financial and other records it provides to County be withheld and not subject to disclosure to third parties as trade secret information or confidential materials or is otherwise exempt from Florida’s public records law.

F. County and Bridges desire to amend the Agreement to memorialize the Parties’ agreement regarding documents labeled by Bridges as trade secret materials that are provided to County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated into this First Amendment by reference.
2. A new Section 32.27 to the Agreement is added and states as follows:

32.27 Trade Secret/Exempt Confidential Materials. Any materials provided by Bridges to County for its review or accessed by County in connection with its audit rights pursuant to Section 32.2 of the Agreement, or in connection with any other matter relating to this Agreement, that Bridges contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Exempt Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET OR OTHER EXEMPT MATERIAL.” In addition, Bridges must, simultaneous with the submission of any Exempt Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Exempt Materials either: (a) constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same; or (b) constitute materials exempt from production under Florida’s public records laws, and stating the factual basis for same. If a third party submits a request to County for records designated by Bridges as Exempt Materials, County shall refrain from disclosing such materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Bridges. Bridges shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Exempt Materials in response to a records request by a third party.

3. The Parties agree that if any conflict or ambiguity exists between this First Amendment and the Agreement, this First Amendment will control.

4. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

5. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement and this First Amendment to the Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreement, whether oral or written.

6. Preparation of this First Amendment has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

8. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2021, and Bridges, signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY


ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By:  \_\_\_\_\_ 4-1-2021  
Amanda Tolbert (Date)  
Assistant County Attorney

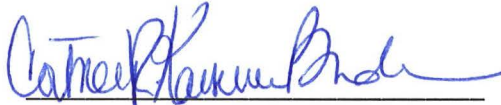
By:  \_\_\_\_\_ 4/1/21  
Danielle W. French (Date)  
Deputy County Attorney

AMT  
EHP Confidentiality Amendment  
04/01/2021

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND BRIDGES EVERGLADES, LLC FOR CONCESSIONS OPERATIONS FOR EVERGLADES HOLIDAY PARK (RLI #R1060701R1)

BRIDGES

WITNESSES:



Signature

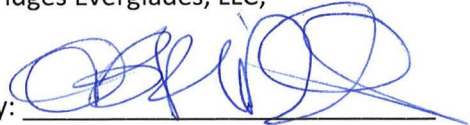
Cortney R. Kaiserman Bridges

Print Name of Witness above

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Witness above

Bridges Everglades, LLC,

By: 

Authorized Signor

Clint M. Bridges CEO

Print Name and Title

1 day of April, 2021

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person authorized to attest

(CORPORATE SEAL OR NOTARY)