

**SECOND AMENDMENT TO RENEWAL AND RESTATEMENT OF CONCESSION AGREEMENT
BETWEEN BROWARD COUNTY AND KEMPERSPORTS ALL GOLF LLC, FOR GOLF DRIVING RANGE
AND MINIATURE GOLF FACILITY AT C.B. SMITH PARK**

This Second Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Kempersports All Golf LLC, an Illinois limited liability company authorized to do business in the State of Florida ("Kempersports") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Renewal and Restatement of Concession Agreement between Broward County and Kempersports All Golf LLC for Golf Driving Range and Miniature Golf Facility at C.B. Smith Park, dated December 31, 2015 (the "Original Agreement"), to provide for the operation, management, and maintenance of the golf driving range and miniature golf facility at C.B. Smith Park.

B. The Original Agreement was amended by a First Amendment, dated October 6, 2020, which exercised the first five-year Optional Renewal Term. The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

C. The Parties now desire to further amend the Agreement to exercise the second five-year Optional Renewal Term pursuant to Section 4.1 of the Agreement.

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 herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Pursuant to Section 4.1 of the Agreement, the Parties hereby exercise the second Optional Renewal Term provided therein. The Agreement Term is hereby extended for five (5) additional years, continuing through and including February 6, 2031, on the same terms and conditions stated in the Agreement unless otherwise expressly stated herein.

4. Section 5.1 of the Agreement is amended as follows:

5.1 Kempersports shall pay to County a Minimum Monthly Fee Guarantee ("MMF") of Four Thousand Dollars (\$4,000), for the Concession Services under this Agreement during the ~~Initial Agreement Term, and the Renewal Term.~~ **Agreement** Term.

5. Section 6.2 of the Agreement is amended as follows:

6.2 The PGR for the Concession Services shall be as follows:

Years 1 – 5 of the Agreement	4.5%
Years 6 – 10 of the Agreement	5%
Years 11 – 15 of the Agreement	5.5%
Years 16 – 20 of the Agreement	6.0%
Years 21 – 25 of the Agreement	6.5%
<u>Years 26 – 35 of the Agreement</u>	<u>6.5%</u>

6. Article 10, Indemnification, of the Agreement is deleted in its entirety and replaced with the following (bold/underlining omitted):

Kempersports shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by (i) any breach of this Agreement or applicable law by Kempersports, (ii) any intentional, reckless, or negligent act or omission of Kempersports, its officers, employees, or agents, or (iii) any act or omission of Kempersports that results in County being named as a party to any cause of action alleging a violation of Applicable Law, arising from, relating to, or in connection with this Agreement or the Concession Services areas (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Kempersports shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

7. Section 29.1 of the Agreement is deleted in its entirety and replaced with the following (bold/underlining omitted):

29.1. Kempersports and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by applicable law in the performance of this Agreement. Kempersports shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

8. Section 30.22 of the Agreement is deleted in its entirety.

9. New Sections 30.28 through 30.32 are added to the Agreement as follows (bold/underlining omitted):

30.28 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Kempersports represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Kempersports represents and certifies that it is not, and for the duration of the Agreement Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Kempersports represents that it is, and for the duration of the Agreement Term will remain, in compliance with Section 286.101, Florida Statutes.

30.29 Verification of Employment Eligibility. Kempersports represents that Kempersports and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Kempersports violates this section, County may immediately terminate this Agreement for cause and Kempersports shall be liable for all costs incurred by County due to the termination.

30.30 Prohibited Telecommunications Equipment. Kempersports represents and certifies that Kempersports and all Subcontractors do not use, and for the Agreement Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

30.31 Polystyrene Food Service Articles. Kempersports shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

30.32 Iron and Steel Products. If this Agreement is for a “public works project” as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

10. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Kempersports, Kempersports hereby attests under penalty of perjury that Kempersports does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida

Statutes. Under penalties of perjury, the undersigned authorized representative of Kempersports declares that they have read the foregoing statement and that the facts stated in it are true.

11. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this 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 as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

13. Kempersports acknowledges that through the date this Amendment is executed by Kempersports, Kempersports has no claims or disputes against County with respect to any of the matters covered by the Agreement.

14. The effective date of this Amendment shall be the date of complete execution by the Parties.

15. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: 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 _____, 2025; and Kempersports All Golf LLC, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

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

AMANDA M.
By TOLBERT Digitally signed by AMANDA
M. TOLBERT
Date: 2025.11.20 09:07:03
-05'00'
Amanda Tolbert (Date)
Assistant County Attorney

By  11-19-25
René D. Harrod (Date)
Chief Deputy County Attorney

AMT
Kempersports Agreement – Second Amendment
11/18/25
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KEMPERSPORTS

Kempersports All Golf LLC

By: 
Authorized Signer

Stephen Kelley, EVP
Print Name and Title

19 day of November, 2025