



**THIRD AMENDMENT TO LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD
COUNTY AND FLORIDA RENAISSANCE FESTIVAL, INC., FOR FLORIDA RENAISSANCE FESTIVAL
AT QUIET WATERS PARK**

This Third Amendment ("Third Amendment") is made and entered into between Broward County, a political subdivision of the State of Florida ("County"), and Florida Renaissance Festival, LLC (f/k/a Florida Renaissance Festival, Inc.), a Florida limited liability company ("RenFest") (County and RenFest are collectively referred to as "Parties" and individually as a "Party").

RECITALS

A. On August 22, 2017, County and Renfest entered into a License and Concession Agreement (the "Original Agreement"), wherein County granted Renfest a revocable license to utilize portions of Quiet Waters Park to hold multiple renaissance festivals each year for the benefit of the public (each yearly schedule of festivals is referred to as an "Event"), which was amended by a First Amendment on January 28, 2020, to allow for the sale of liquor, and by a Second Amendment on September 9, 2021, to extend the Agreement Term through the Event in 2027 (the Original Agreement, together with the First Amendment and Second Amendment, are collectively referred to as the "Agreement").

B. The Parties desire to further amend the Agreement to increase the number of weekends each year for the Event (for a total of eight (8) weekends per Event), to authorize the Contract Administrator to approve up to three (3) additional weekends for each Event, and to modify other terms of the Agreement to ensure current statutory compliance.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

1. The above Recitals are true and correct and are incorporated into this Third Amendment by reference.
2. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
3. The effective date of this Third Amendment shall be the date it has been fully executed by the last of the Parties.
4. Notwithstanding anything in the Agreement to the contrary, starting in 2023, the Event shall be held for eight (8) weekends of the year, plus the Event shall include three (3) public elementary school events to be scheduled in advance provided such school events are approved in writing by the Contract Administrator. In 2023, the Event will be held on the following weekends:

First Weekend of February: February 4 - 5
 Second Weekend of February : February 11 - 12
 Third Weekend of February: February 18 - 19
 Fourth Weekend of February: February 25 - 26
 First Weekend of March: March 4 - 5
 Second Weekend of March: March 11 - 12
 Third Weekend of March: March 18 - 19
 Fourth Weekend of March: March 25 - 26

In subsequent Event years, RenFest shall hold each Event during the same eight (8) weekends of the year, although the actual calendar dates will differ, plus the three (3) public elementary school events (subject to the approval requirement referenced above). Each subsequent Event shall be in accordance with the terms of the Agreement and follow the same format for fees and reimbursements to County. Pursuant to Section 14.2 of the Agreement. RenFest may request a change in the weekend schedule for an Event, and the Contract Administrator will review the request based on the availability of the Park property for the Event on such dates. No change in weekend schedule shall occur unless approved in writing by the Contract Administrator. In addition to the eight (8) weekends referenced above, the Contract Administrator may also approve up to three (3) additional weekends during a calendar year, for a maximum of eleven (11) weekends per Event, plus the three (3) public elementary school events provided for herein.

5. Section 28.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

28.1 Public Records. To the extent RenFest is acting on behalf of County as stated in Section 119.0701, Florida Statutes, RenFest shall:

28.1.1 Keep and maintain public records required by County to perform the services under this Agreement;

28.1.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable federal, state, or local law, ordinance, or regulation;

28.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable federal, state, or local law, ordinance, or regulation for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

28.1.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of RenFest or keep and maintain public records

required by County to perform the services. If RenFest transfers the records to County, RenFest shall destroy any duplicate public records that are exempt or confidential and exempt. If RenFest keeps and maintains the public records, RenFest shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. RenFest will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that RenFest contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, RenFest must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to County for records designated by RenFest as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by RenFest. RenFest 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 Trade Secret Materials in response to a records request by a third party.

IF RENFEST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RENFEST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8100, DANWEST@BROWARD.ORG, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309.

6. Exhibit A, Section VI(d)(3), to the Agreement is hereby deleted in its entirety. Notwithstanding the deletion of this section, RenFest is not restricted in its ability to establish and enforce its own policies to restrict or prohibit the use, display, or bringing of BB guns, firearms, or other weapons within the Licensed Premises during the Event.

7. The following additional provisions are added to the Agreement as follows:

7.1. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. RenFest represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. RenFest represents and certifies that it is

not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. RenFest represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

- 7.2. Verification of Employment Eligibility. RenFest represents that RenFest and each Subconsultant 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 RenFest violates this section, County may immediately terminate this Agreement for cause and RenFest shall be liable for all costs incurred by County due to the termination.
- 7.3. Prohibited Telecommunications Equipment. RenFest represents and certifies that it and its Subconsultants do not 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 CFR §§ 52.204-24 through 52.204-26. RenFest represents and certifies that RenFest and its Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.
- 7.4. Polystyrene Food Service Articles. RenFest shall comply with the prohibition on the use or sale of expanded polystyrene products (e.g., Styrofoam) or single-use plastic beverage straws or stirrers on County property set forth in Section 27.173, Broward County Administrative Code.
- 7.5. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, RenFest represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.
- 7.6. Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, RenFest certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

8. If any conflict or ambiguity exists between this Third Amendment and the Agreement, this Third Amendment shall control.

9. The Agreement as amended herein by this Third 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 Second 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. Preparation of this Third 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.

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

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

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third 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 _____, 20__, and Florida Renaissance Festival, LLC f/k/a Florida Renaissance Festival, Inc., signing by and through its Manager _____ 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 _____, 2022

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. Digitally signed by
AMANDA M. TOLBERT
Date: 2022.09.21
10:25:59 -04'00'
By: TOLBERT _____ (Date)
Amanda Tolbert
Assistant County Attorney

Danielle W. Digitally signed by
Danielle W. French, Esq.
Date: 2022.09.21
10:49:50 -04'00'
By: French, Esq. _____ (Date)
Danielle French
Deputy County Attorney

AMT/jc
Third Amendment to Renfest Agreement
9/13/22

THIRD AMENDMENT TO LICENSE AND CONCESSION AGREEMENT BETWEEN BROWARD COUNTY
AND FLORIDA RENAISSANCE FESTIVAL, INC., FOR FLORIDA RENAISSANCE FESTIVAL AT QUIET
WATERS PARK

RENFEST

Florida Renaissance Festival, LLC f/k/a
Florida Renaissance Festival, Inc.

By: _____

Authorized Signer

robert m rodriguez

Print Name and Title

19. Sept
____ day of _____, 2022