

**FOURTH AMENDMENT**  
**to**  
**AGREEMENT No. 11-0481BG**  
**GOLF COURSE MANAGEMENT AGREEMENT**  
**for the**  
**OPERATIONS, MANAGEMENT AND MAINTENANCE OF PROPERTIES at**  
**MANATEE COUNTY GOLF COURSE AND BUFFALO CREEK GOLF COURSE**

**THIS** is the **FOURTH AMENDMENT**, hereinafter referred to as “Amendment,” **to the GOLF COURSE MANAGEMENT AGREEMENT**, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “**COUNTY**,” with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205 and **POPE GOLF, LLC**, a Florida limited liability company, hereinafter referred to as “**MANAGER**”, whose address is 438 Interstate Court, Sarasota, Florida 34240.

**WHEREAS**, COUNTY caused a public announcement to be made, distributed and published, requesting proposals (RFP No. 11-0481BG) for the competitive selection of a provider of operations, management and maintenance of properties at Manatee County Golf Course and Buffalo Creek Golf Course; and

**WHEREAS**, on August 9, 2011, as the result of the solicitation; COUNTY and MANAGER (collectively the “Parties”) entered into a Franchise License Agreement (the “Original Agreement”); and

**WHEREAS**, on October 11, 2016, the Parties executed an Amended and Restated Agreement (“Amended Agreement”), with changes to the terms and conditions deemed to be in the best interest of both Parties, and which became effective on the 1<sup>st</sup> day of October 2016; and

**WHEREAS**, on June 12, 2018, the Parties mutually determined the Amended Agreement should be terminated and a new Golf Course Management Agreement (“New Agreement”) was executed which included renegotiated terms and conditions; and

**WHEREAS**, on November 27, 2018, the Parties executed a First Amendment to the New Agreement which modified the provision regarding annual inspections; and

**WHEREAS**, on June 18, 2019, the Parties executed a Second Amendment to the New Agreement which modified the Remittance Payment as per Article 5.2 in accordance with the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, which reflected an increase of one and sixty-nine hundredths percent (1.69%); and

**WHEREAS**, on June 16, 2020, the Parties executed a Third Amendment to the New Agreement which modified the Remittance Payment as per Article 5.2 in accordance with the

Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, which reflected an increase of two and ten hundredths percent (2.10%); and

**WHEREAS**, in accordance with Article 5.2 of the New Agreement, the Remittance Payment shall be adjusted annually, as of the Effective Date, in accordance with the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, the percent change for the Tampa-St. Petersburg-Clearwater, Florida area reflects an increase of four and ninety hundredths percent (4.90%.)

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

1. **AMENDMENT OF THE AGREEMENT.** The following article of the New Agreement is hereby amended as follows (underline text added, strike-through text deleted):

**A. Amendment of ARTICLE 5. REMITTANCE PAYMENT.**

**Article 5.1** of the New Agreement is hereby amended as follows:

MANAGER shall pay ~~Two Hundred Eighty Five Thousand, Five Hundred, Twenty and 00/100 Dollars (\$285,520.00)~~, Two Hundred Ninety-Nine Thousand, Five Hundred Ten and 00/100 (\$299,510.00) or any partial payments thereof, and any fees or charges in the form of an Automatic Clearinghouse (“ACH”) remittance to the County, on or before the due dates specified in Article 4, COMPENSATION TO MANAGER.

**B. Amendment of ARTICLE 4. COMPENSATION TO MANAGER.**

**Article 4.1** of the New Agreement is hereby amended as follows:

As compensation to MANAGER for operations, management and maintenance of the Properties, COUNTY agrees to compensate MANAGER on a management fee basis. As such, MANAGER shall withhold all income generated by the Properties as compensation, less ~~Two Hundred Eighty Five Thousand, Five Hundred, Twenty and 00/100 Dollars (\$285,520.00)~~ Two Hundred Ninety-Nine Thousand, Five Hundred Ten and 00/100 (\$299,510.00) per year to be remitted by MANAGER to the COUNTY (“Remittance Payment”). MANAGER shall remit to the COUNTY equal quarterly payments in the amount of ~~Seventy One Thousand, Three Hundred, Eighty Dollars (\$71,380.00)~~ Seventy-Four Thousand, Eight Hundred, Seventy-Seven and 50/100 Dollars (\$74,877.50) by the 10th day of the month following the end of each quarter with interest accruing ten (10) calendar days thereafter. The quarterly periods shall be as follows: July 1st through September 30<sup>th</sup>, October 1st through December 31st, January 1st through March 31st,

and April 1st through June 30<sup>th</sup>. Payment to the COUNTY for any period of the Agreement less than one full quarter, shall be prorated per day.

If either Party terminates this Agreement, compensation shall be prorated for the days of services performed during the final quarter in accordance with the above payment schedule.

**C. Amendment of ARTICLE 4. COMPENSATION TO MANAGER.**

**Article 4.3** of the New Agreement is hereby amended as follows:


In the event MANAGER fails to remit any part of or the entire ~~\$275,000.00~~ Remittance Payment to COUNTY under the provisions of this Agreement, interest at one and one half percent (1.5 %) per month shall accrue against each delinquent payment until the same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision or its implementation, shall preclude COUNTY from terminating this Agreement for default, beginning procedures to collect on the performance bond, or pursuing any other remedies as provided herein or by law. COUNTY'S acceptance of late payment of any fees or charges shall not constitute a waiver of COUNTY'S right to assess interest on future late payments or to terminate this Agreement in the event of any subsequent default by MANAGER in the payment of any fees or charges on the date the same shall be due and payable.

2. **ALL OTHER PROVISIONS UNAFFECTED.** All other terms and conditions of the New Agreement not expressly amended hereby shall remain unaffected by this Amendment, and in full force and effect.
3. **VALIDITY.** Each the COUNTY and the MANAGER represent and warrant to the other its respective authority to enter into this Amendment.
4. **EFFECTIVE DATE.** This Amendment and the increase in remittance shall take effect on July 1, 2021, notwithstanding the actual dates upon which the parties execute same.

[Remainder of page left blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed effective as of the date set forth above.

POPE GOLF, LLC.

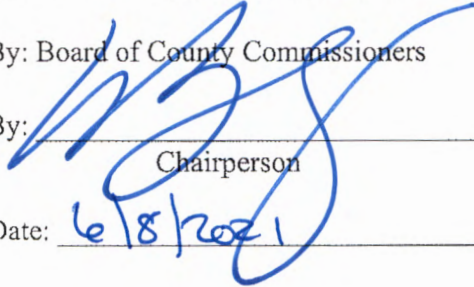
By:   
Keith Pope, Manager

Date: 5/17/2021



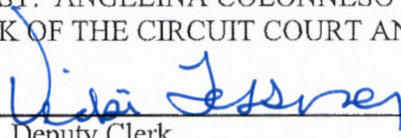
MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By:   
Chairperson

Date: 6/8/2021

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By:   
Deputy Clerk

**APPROVED** in Open Session  
6/8/2021  
Manatee County Board of County  
Commissioners



## Board of County Commissioners June 8, 2021 - Regular Meeting

### **SUBJECT**

EXECUTION OF THE FOURTH AMENDMENT TO THE GOLF COURSE MANAGEMENT AGREEMENT WITH POPE GOLF, LLC FOR MANATEE COUNTY GOLF COURSE AND BUFFALO CREEK GOLF COURSE

### **Category**

CONSENT AGENDA

### **Briefings**

None

### **Contact and/or Presenter Information**

Presenter: Charlie Hunsicker, Director, Parks & Natural Resources, ext. 6001

Contact: Debbie Voorhees, Contracts Manager, Parks & Natural Resources, ext. 6013

### **Action Requested**

Authorization for the Chairperson of the Board of County Commissioners to execute the Fourth Amendment to the Golf Course Management Agreement between Manatee County and Pope Golf, LLC.

### **Enabling/Regulating Authority**

Florida Statute 125

### **Background Discussion**

- On June 12, 2018, the County executed the Golf Course Management Agreement with Pope Golf, LLC. In accordance with Article 5.2 of the Golf Course Management Agreement, "The Remittance Payment shall be adjusted annually, as of the Effective Date, in accordance with the Consumer Price Index (CPI) for All Urban Consumers published by the Bureau of Labor Statistics."
- Presently, the CPI is an increase of 4.90%. The current Remittance Payment is \$285,520.00 annually, so the new Remittance Payment as of July 1, 2021 would be \$299,510.00; an increase of \$13,990.00.
- The new annual Remittance Payment is payable quarterly, as per Article 4.1, which has also been amended to reflect this new Payment.

- Three-quarters of this increase will be received during the 2022 Fiscal Year; therefore, a Budget Amendment will be submitted in the beginning of Fiscal Year 2022.

**Attorney Review**

Not Reviewed (No apparent legal issues)

[Emailed 6/14/2021](#)

**Instructions to Board Records**

Please provide an approved copy of the agenda and executed Fourth Amendment via e-mail to: [debbie.voorhees@mymanatee.org](mailto:debbie.voorhees@mymanatee.org); [budget@mymanatee.org](mailto:budget@mymanatee.org); [jacob.erickson@mymanatee.org](mailto:jacob.erickson@mymanatee.org), and [danielle.geyer@mymanatee.org](mailto:danielle.geyer@mymanatee.org).

**Cost and Funds Source Account Number and Name**

Revenue Generating/1060000000/347299 Golf Franchise Fee

**Amount and Frequency of Recurring Costs**

\$74,877.50/quarter, Revenue Generating