

1 Introduced by Council Members White and Salem and Co-Sponsored by  
2 Council Member Morgan:

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5 **ORDINANCE 2020-112**

6 AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS  
7 DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE  
8 AND DELIVER, FOR AND ON BEHALF OF THE CITY  
9 THE FIFTH AMENDMENT TO THE MANAGEMENT SERVICES  
10 AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND  
11 CECIL FIELD GOLF COURSE, LLC, WHICH: (1)  
12 EXTENDS THE TERM OF THE AGREEMENT FOR FIVE  
13 ADDITIONAL YEARS; (2) ELIMINATES THE BASE FEE  
14 AND PERCENTAGE OF GROSS REVENUES PAYABLE TO  
15 THE CITY IN 2020; (3) REVISES THE PAYMENT  
16 SCHEDULE AND PERCENTAGE OF GROSS REVENUES  
17 GOING FORWARD; (4) DELETES EXISTING INSURANCE  
18 AND INDEMNIFICATION LANGUAGE AND REPLACES IT  
19 WITH NEW INSURANCE AND INDEMNIFICATION  
20 LANGUAGE; AND (5) UPDATES APPLICABLE  
21 PROVISIONS REGARDING PUBLIC RECORDS LAWS;  
22 PROVIDING FOR OVERSIGHT BY THE PARKS,  
23 RECREATION AND COMMUNITY SERVICES DEPARTMENT;  
24 PROVIDING AN EFFECTIVE DATE.

25  
26 **WHEREAS**, the City and Meadowbrook Golf Group, Inc., a Delaware  
27 corporation ("Meadowbrook") entered into that certain Management  
28 Services Agreement dated October 4, 1999 (the "Agreement") for  
29 Cecil Field Golf Course (the "Golf Course"); and

30 **WHEREAS**, Meadowbrook, as authorized by Resolution 2005-156-A,  
31 assigned the Agreement to Capstone Golf, LLC, a Florida limited

1 liability company ("Capstone") pursuant to an Assignment of  
2 Management Services dated May 31, 2005; and

3 **WHEREAS**, Capstone, as authorized by Ordinance 2011-499-E,  
4 assigned the Agreement to Fiddler's Green Golf Course, LLC a  
5 Florida limited liability company, pursuant to an Assignment of  
6 Management Services dated September 20, 2011; and

7 **WHEREAS**, Fiddler's Green Golf Course, LLC, as authorized by  
8 Ordinance 2014-610-E, assigned the Agreement to Cecil Field Golf  
9 Course, LLC, a Florida limited liability company, pursuant to an  
10 Assignment of Management Services dated August 29, 2014; and

11 **WHEREAS**, Cecil Field Golf Course, LLC and City desire to amend  
12 the Agreement as set forth in the Fifth Amendment to Management  
13 Services Agreement attached hereto as **Exhibit 1**; now therefore,

14 **BE IT ORDAINED** by the Council of the City of Jacksonville:

15 **Section 1. Authorization to Execute Fifth Amendment to**  
16 **Management Services Agreement.** The Mayor, or his designee, and the  
17 Corporation Secretary, are hereby authorized to execute and  
18 deliver, for and on behalf of the City the fifth Amendment to the  
19 Management Services Agreement between the City of Jacksonville and  
20 Cecil Field Golf Course, LLC, in substantially the same form as is  
21 attached hereto as **Exhibit 1** and incorporated herein by this  
22 reference, which extends the term of the agreement for an  
23 additional five years, revises the payment fee schedule and  
24 percentage of gross revenues payable, deletes existing insurance  
25 and indemnification language and replaces it with new insurance and  
26 indemnification language, and updates provisions regarding public  
27 records laws.

28 **Section 2. Departmental oversight.** The Parks, Recreation  
29 and Community Services Department shall oversee the agreement  
30 described herein.

31 **Section 3. Effective Date.** This ordinance shall become

1 effective upon signature by the Mayor or upon becoming effective  
2 without the Mayor's signature.

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4 Form Approved:

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6 /s/ Paige H. Johnston

7 Office of General Counsel

8 Legislation prepared by: Paige H. Johnston

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