

1 Introduced by Council Member White & Co-Sponsored by Council
2 Members Salem and Morgan and amended by the Neighborhoods,
3 Community Services, Public Health & Safety Committee:
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6 **ORDINANCE 2020-112-E**

7 AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS
8 DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE
9 AND DELIVER, FOR AND ON BEHALF OF THE CITY
10 THE FIFTH AMENDMENT TO THE MANAGEMENT SERVICES
11 AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND
12 CECIL FIELD GOLF COURSE, LLC, WHICH: (1)
13 EXTENDS THE TERM OF THE AGREEMENT FOR FIVE
14 ADDITIONAL YEARS; (2) ELIMINATES THE BASE FEE
15 AND PERCENTAGE OF GROSS REVENUES PAYABLE TO
16 THE CITY IN 2020; (3) REVISES THE PAYMENT
17 SCHEDULE AND PERCENTAGE OF GROSS REVENUES
18 GOING FORWARD; (4) DELETES EXISTING INSURANCE
19 AND INDEMNIFICATION LANGUAGE AND REPLACES IT
20 WITH NEW INSURANCE AND INDEMNIFICATION
21 LANGUAGE; (5) UPDATES APPLICABLE PROVISIONS
22 REGARDING PUBLIC RECORDS LAWS; AND (6) REMOVES
23 RESTAURANT, KITCHEN, AND SNACK BAR AREAS FROM
24 THE LEASE; PROVIDING FOR OVERSIGHT BY THE
25 PARKS, RECREATION AND COMMUNITY SERVICES
26 DEPARTMENT; PROVIDING AN EFFECTIVE DATE.
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28 **WHEREAS**, the City and Meadowbrook Golf Group, Inc., a Delaware
29 corporation ("Meadowbrook") entered into that certain Management
30 Services Agreement dated October 4, 1999 (the "Agreement") for
31 Cecil Field Golf Course (the "Golf Course"); and

1 **WHEREAS**, Meadowbrook, as authorized by Resolution 2005-156-A,
2 assigned the Agreement to Capstone Golf, LLC, a Florida limited
3 liability company ("Capstone") pursuant to an Assignment of
4 Management Services dated May 31, 2005; and

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

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

13 **WHEREAS**, Cecil Field Golf Course, LLC and City desire to amend
14 the Agreement as set forth in the Fifth Amendment to Management
15 Services Agreement attached hereto as **Revised Exhibit 1**, labeled as
16 "Revised Exhibit 1, Rev 5th Amd, January 4, 2021 - NCSPHS"; now
17 therefore,

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

19 **Section 1. Authorization to Execute Fifth Amendment to**
20 **Management Services Agreement.** The Mayor, or his designee, and the
21 Corporation Secretary, are hereby authorized to execute and
22 deliver, for and on behalf of the City the fifth Amendment to the
23 Management Services Agreement between the City of Jacksonville and
24 Cecil Field Golf Course, LLC, in substantially the same form as is
25 attached hereto as **Revised Exhibit 1**, labeled as "Revised Exhibit
26 1, Rev 5th Amd, January 4, 2021 - NCSPHS" and incorporated herein
27 by this reference, which extends the term of the agreement for an
28 additional five years, revises the payment fee schedule and
29 percentage of gross revenues payable, deletes existing insurance
30 and indemnification language and replaces it with new insurance and
31 indemnification language, updates provisions regarding public

1 records laws, and removes restaurant, kitchen, and snack bar areas
2 from the leased areas.

3 **Section 2. Departmental oversight.** The Parks, Recreation
4 and Community Services Department shall oversee the agreement
5 described herein.

6 **Section 3. Effective Date.** This ordinance shall become
7 effective upon signature by the Mayor or upon becoming effective
8 without the Mayor's signature.

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10 Form Approved:

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12 /s/ Paige H. Johnston

13 Office of General Counsel

14 Legislation prepared by: Paige H. Johnston

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