

**SECOND AMENDMENT TO FRANCHISE LICENSE AGREEMENT**

**between**

**MANATEE COUNTY**

**and**

**POPE GOLF, LLC**

**for**

**OPERATIONS MANAGEMENT AND MAINTENANCE OF PROPERTIES AT  
MANATEE COUNTY GOLF COURSE AND BUFFALO CREEK GOLF COURSE**

**WHEREAS**, on August 9, 2011, the Manatee County Commission approved a Franchise License Agreement between COUNTY and LICENSEE for the operation of the County's Golf Courses; and

**WHEREAS**, Article 22 of the original Agreement provides that it may be amended only by written document, properly authorized, executed, and delivered to the Parties; and

**WHEREAS**, the Parties amended their Agreement on August 23, 2011 to clarify certain matters concerning inventory and audit rights; and

**WHEREAS**, the Manatee County Clerk of the Circuit Court's Office, which acts as COUNTY's comptroller and treasurer, has requested clarification of certain terms and conditions of the original Agreement related to revenues; and

**WHEREAS**, the Manatee County Parks & Recreational Department has requested amendments to certain terms and conditions of the original Agreement related to the calculation of gross profits; and

**WHEREAS**, the COUNTY and LICENSEE have negotiated the terms of such amendments, which the Office of the Clerk has reviewed and approved; and

**NOW, THEREFORE**, in consideration of the mutual covenants, provisions, terms, promises, and conditions contained herein, the Parties agree to amend their original agreement as follows:

- 1) Article 3 is hereby amended by deleting the second paragraph, which reads: "In addition to the above, LICENSEE shall pay to COUNTY ten percent (10%) of gross

food and beverage receipts under \$25,000 per month and twelve percent (12%) of gross food and beverage receipts exceeding \$25,000 per month.” Article 3 is further amended by striking the graphic expression of percent of revenues for the years 2011 through 2016. The following graphic shall be inserted in its place:

	<u>2011/2012</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
% of Revenue					
Manatee	11	11	21	21	21
Buffalo Creek	11	11	16	21	21

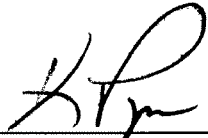
- 2) The section of Article 11 entitled HOURS OF OPERATION is hereby amended to add the following language to the end of that section: “Notwithstanding the foregoing, food and beverage facilities shall be open to the public and in operation daily, each and every consecutive day throughout the term of this agreement. In addition, food and beverage service shall be offered during the same hours as the Pro Shop is open.”
- 3) A new section of Article 11, entitled EXPANSION OF HOURS, is created as follows: “EXPANSION OF HOURS: Notwithstanding any other provision of the agreement to the contrary, LICENSEE may expand the number of daily hours of operation beyond the minimum number of hours established hereof. However, at no time shall the facilities be operated earlier than 5:00 a.m. or later than 10:00 p.m. of any day without express written approval of COUNTY. LICENSEE shall not reduce the number of daily hours of operation without the express written consent of COUNTY.”
- 4) A new section of Article 11, entitled BEVERAGE CARTS, is created as follows: “BEVERAGE CARTS: The LICENSEE shall provide and operate a beverage golf cart on each golf course. The Contract Administrator reserves the right to approve the equipment, the menu, and the hours of operation of the beverage gold cart. LICENSEE agrees to comply with reasonable demands and modifications to the operation of the beverage golf cart as requested by the Contract Administrator.”
- 5) A new section of Article 11 is created to read: “LICENSEE shall not provide free or reduce charges for products or services in connection with the operation of the Facility, except in connection with promotional activities approved in advance by the COUNTY’s Contract Administrator. LICENSEE shall not extend credit to any COUNTY employee or official.”

- 6) A new section of Article 11 is created to read: "LICENSEE shall provide signage as approved by the COUNTY advertising the ability to pre-order food and beverage via the patrons own cell phone and picked up at the clubhouse. The signage will be placed at the eighth or ninth tee as approved by the COUNTY."
- 7) A new section of Article 11 is created to read: "The Facilities are intended for the general use and enjoyment of all residents and visitors as golfing venues. LICENSEE shall therefore not rent out or otherwise allow the Facility to be occupied by or under the control of any third party person, group or entity, including but not limited to use for private parties, rallies, or similar events, absent express prior approval of the COUNTY."
- 8) A new section of Article 11, entitled DISCOUNTS AND BUNDLING, is created to read: "DISCOUNTS AND BUNDLING: In order to fill unused tee times and maximum revenues for the courses, as well as to the County, Pope Golf, LLC will offer in accordance with the procedures outlined in Resolution R-09-148 the following: "Coupons for discount rates and golf shop merchandise will be offered throughout the year to promote play and sales. The coupons will be offered in the range from \$1.00 to \$9.00 discounts to be applied to the existing golf rate..." Through analysis of the tee sheets for both courses on a daily basis, (PG) will determine trends and identify off peak times. PG staff will look at specific days of the week, blocks of time during the day (early morning, afternoon, twilight, etc.), and even specific tee times that go unused during the day. PG staff will then develop a special offer to attract golfers to these times. This offer will be loaded into an email special coupon, which will be emailed to our database of golfers. This database is segmented by golf course, so staff can target specific golfers with certain offers with the following conditions:
1. The offer must be mentioned when the golfer makes their tee time, and
  2. The golfer must bring a copy of the email coupon when checking in to play golf.
- All offers must have a 30 day or less expiration date, and must be in a format not subject to unauthorized copying or other duplication.
- 9) LICENSEE must apply in its own name for a state liquor license within 30 days of the effective date of this Second Amendment which license will replace the license currently held in the COUNTY's name. A copy of said license shall, within 48 hours of its having been granted, be furnished to the Director of the Parks & Recreation Department.

WHEREFORE, the Parties have made and executed this Second Amendment to the Agreement for Operations Management and Maintenance of Manatee County Golf Course and Buffalo Creek Golf Course as of and effective on July 1, 2012.

**POPE GOLF, LLC**

**MANATEE COUNTY GOVERNMENT**

By:  \_\_\_\_\_  
Keith Pope, President

By: \_\_\_\_\_  
Melissa Wendel  
Purchasing Official, for the County