

Memorandum 20-G001

DATE: February 26, 2020

TO: Greg Harrison, City Manager

FROM: Brian Campbell, Golf Course Manager

SUBJECT: Agenda Item - First Amendment Bob Loring Enterprises, Inc. Agreement

Please place the attached ordinance for first reading on the March 10, City Commission agenda. This is the first amendment to the original agreement (Ordinance 2015-34) with Bob Loring Enterprises, Inc. for professional golf services and the operation of the Municipal Golf Course Pro Shop. The term of the amended agreement will be for one additional five-year period, ending March 31, 2025.

The following changes have been made in the agreement:

- Article 4 Accounting Record Keeping and Background Check Procedures of the original agreement have been deleted and replaced with Article 4 Public Records.
- Article 5 Compensation for Services:
 - A. Has been updated to reflect payment of \$49,098 annually for professional services. The aforesaid annual compensation rate shall be increased by 3% per year on April 1 of each subsequent year of the agreement.

 B. Has been updated to reflect the new compensation rate of \$81,386.88 per year payable in equal monthly installments for personnel related expenses for the driving range staff and included language if minimum wage increases during the agreement terms.
- Article 7 Responsibilities of the City:
 - E. Has been changed so that the City is now collecting fees for the use of the Driving Range.
- Article 29 No Waiver of Sovereign Immunity:
 Language in the agreement was added to clarify sovereign immunity limits per Florida Statues.
- Exhibit 1 Accounting Methods and Procedures has been updated and inserted in the First Amendment Agreement.

If you have any questions or concerns regarding the first amendment agreement with Bob Loring Enterprises, Inc. please call me at 954-786-4034.

afh

cc: Earl Bosworth, Assistant City Manager