

**AMENDMENT TO  
MANAGEMENT AGREEMENT FOR  
ORANGEBROOK GOLF AND COUNTRY CLUB**

This Amendment made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and amends the Agreement for Management of the Orangebrook Golf and Country Club dated the 23<sup>rd</sup> day of April 2007, (the "Agreement"), by and between JCD Sports Group", a Florida Corporation ("Manager") and the City of Hollywood, ("City").

WHEREAS, on May 25, 2011 the parties entered into an Addendum to the Agreement to extend the term for an additional five years from October 1, 2011 to September 30, 2016; and

WHEREAS, on July 6, 2016, the parties extended the Agreement for a two year term from October 1, 2016 through September 30, 2018 with a two year renewal option; and

WHEREAS, on September 17, 2018 the parties renewed the Agreement for a two year term from October 1, 2018 through September 30, 2020; and

WHEREAS, the parties wish to further extend the Agreement for a two year period from October 1, 2020 to September 30, 2022 with an option to renew for one additional year.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. That the foregoing "WHEREAS" clause are ratified and confirmed as being true and correct and are incorporated in this Amendment.
2. The Agreement is hereby amended as follows:

- a. Section 3, Term shall be revised as follows:

"Manager's engagement will be for a two year term commencing on October 1, 2020 and ending on September 30, 2022 with the option to renew for one additional one year period."

- b. Section 26, Termination shall be revised as follows:

"The City of Hollywood reserves the right to terminate this agreement, without cause, upon 30 days advance written notice."

The City of Hollywood reserves the right to terminate this agreement with cause effective thirty (30) days from date of written notice. In the event that any of the provisions of the agreement are violated by the JCD, the City of Hollywood may serve written notice upon JCD of its intention to immediately terminate the

agreement. Such notice will state the reason(s) for termination of the agreement. Prior to termination, the non-defaulting party shall give written notice of default to the other party, and the other party will have 30 days to correct or cure the default.

Any capital improvements made by Manager will remain City's property according to the provisions of this Agreement without liability to City.

Upon early termination of this Agreement, Manager will be entitled only to the balance of compensation due and owing to Manager on the effective date of termination for services rendered up to that date.

Manager shall surrender and assign any state liquor licenses or other licenses for sale of alcoholic beverages to City immediately upon termination by City."

In all other respects, the Agreement shall remain unchanged and in full force and effect in accordance with the terms thereof. In the event of any conflict between the terms of the Agreement and the terms set forth herein, the terms set forth herein shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

City of Hollywood, a municipal  
Corporation of the State of Florida

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

By: \_\_\_\_\_  
Josh Levy,  
Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY for the use and reliance  
of the City of Hollywood, Florida, only.

Approved by: \_\_\_\_\_  
David Keller, Acting Director of  
Financial Services

\_\_\_\_\_  
Douglas R. Gonzales  
City Attorney

JCD GOLF OF FLORIDA, INC.  
d/b/a JCD Sports Group

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_