

### THIRD AMENDMENT OF AGREEMENT FOR OCALA GOLF CLUB MANAGEMENT

Upon execution of this document, the following amendment will become part of the "Original Agreement" executed on July 17, 2012 and amended on February 19, 2013 and April 18, 2017 between the parties, the **CITY OF OCALA**, a Florida municipal corporation ("City") with a address of 110 SE Watula Avenue, Ocala, FL 34471, and **BILLY CASPER GOLF, LLC**, a Florida registered, foreign limited liability company (EIN# 86-1092316), with located at 12700 Sunrise Valley Drive, Suite 300, Reston, VA 20191 ("BCG").

1. **REVISION.** Section 4.I.1. of the Original Agreement is replaced with the following:

**MINIMUM FUNDS BALANCE.** The Minimum Funds Balance for the Ocala Golf Club shall be defined as the dollar amount of the total budget for all operating expenses (as set forth in the Annual Budget and Program) for the upcoming month within the term of the Agreement. OGM shall perform a monthly review of the Operating Account balance and request a transfer from City in an amount necessary to maintain the Minimum Funds Balance in a timely manner.

The City Finance Department shall regularly, but not less than quarterly, review the balances of the Operating Account against expected near-term budgeted expenditures and shall notify OGM in writing if a transfer of excess funds is required to City accounts as may be designated from time to time by written notice to OGM (the "City's Remittance").

2. **PUBLIC RECORDS.** BCG shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, BCG shall:
  - A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if BCG does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of BCG or keep and maintain public records required by the public agency to perform the service. If BCG transfers all public records to the public agency upon completion of the contract, BCG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BCG keeps and maintains public records upon completion of the contract, BCG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF BCG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BCG'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

3. **NOTICES**. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer  
City of Ocala, City Hall  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-629-8366  
FAX: 352-690-2025  
Email: [tkimball@ocalafl.org](mailto:tkimball@ocalafl.org)

Copy to:

Patrick G. Gilligan, Esquire  
Gilligan, Gooding, Franjola & Batsel, P.A.  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471  
PH: 352-867-7707  
FAX: 352-867-0237  
Email: [pgilligan@ocalalaw.com](mailto:pgilligan@ocalalaw.com)

If to BCG:

Mike Cutter  
Billy Casper Golf, LLC  
12700 Sunrise Valley Drive, Suite 300  
Reston, VA 20191  
PH: 703-761-1444  
FAX: 703-893-3504

With a copy to:

Steven W. Blaine, Esquire  
LeClair Ryan, P.C.  
123 East Main Street, 8<sup>th</sup> Floor  
Charlottesville, VA 22902  
PH: 434-245-3423  
FAX: 434-249-4965

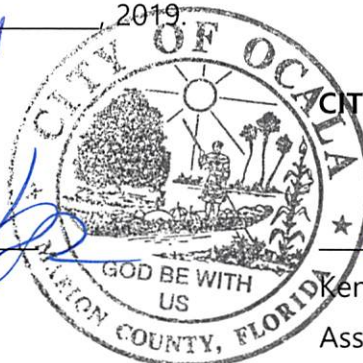
4. **AGREEMENT.** Except what pertains to this Amendment, all terms and conditions of the Original Agreement, along with the February 19, 2013 and April 18, 2017 amendments, will remain in full force and effect and likewise apply to this Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents this 1<sup>st</sup> day of May, 2019.

ATTEST:



Angel B. Jacobs  
City Clerk




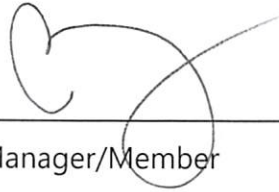
CITY OF OCALA

  
Ken Whitehead  
Assistant City Manager

**APPROVED AS TO FORM AND LEGALITY:**

**BILLY CASPER GOLF, LLC**

  
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Robert W. Batsel, Jr.  
Assistant City Attorney

  
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Manager/Member