



City of Pembroke Pines

**FOURTH AMENDMENT TO CITY OF PEMBROKE PINES
AND PROFESSIONAL COURSE MANAGEMENT
AGREEMENT PROVIDING FOR THE OPERATION AND
MANAGEMENT OF THE PEMBROKE LAKES GOLF
COURSE PRO SHOP**

THIS AMENDMENT ("Fourth Amendment"), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

PROFESSIONAL COURSE MANAGEMENT VI INC., as listed with the Florida Division of Corporations, with a business address of **10500 Taft Street, Pembroke Pines, FL 33026** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **November 23, 2009**, the CITY and Professional Course Management, Ltd., entered into the agreement entitled "City of Pembroke Pines and Professional Course Management Agreement Providing for Operation and Management of the Pembroke Lakes Golf Course Pro Shop" ("Agreement") to operate, manage, and staff the Golf Course Pro Shop for an initial **two (2) year period**, which expired on **November 15, 2011**; and,

WHEREAS, the Agreement authorized the renewal thereof at the expiration of the initial term for one, additional, **five (5) year** term, upon mutual consent, evidenced by a written amendment to the Agreement; and,

WHEREAS, on **August 9, 2011**, the CITY and Professional Course Management, Ltd., executed the First Amendment to the Agreement to renew the term of the Agreement for a five (5) year period which expired on **November 15, 2016**; and,

WHEREAS, on **October 19, 2016**, the CITY and Professional Course Management, Ltd., executed the Second Amendment to the Agreement, as amended, to renew the term of the Agreement for a five (5) year period which expired on **November 15, 2021**; and,

WHEREAS, on **October 6, 2021**, the CITY and Professional Course Management, Ltd., executed the Third Amendment to the Agreement, as amended, to further extend the term thereof for a **five (5) year** period, which will expire on **November 15, 2026**; and,

WHEREAS Section 12.4 of the Agreement provides that the Agreement or any interests



City of Pembroke Pines

thereunder shall not be assigned, transferred, or otherwise encumbered without the prior, written consent of the CITY; and,

WHEREAS Professional Course Management Ltd. has conveyed to CITY that it is in the process of being dissolved and conveyed its intention to enter into an Assignment, Assumption and Consent Agreement with Professional Course Management VI Inc., as the successor company to assume all obligations presently reserved to Professional Golf Course Management Ltd. under this Agreement; and

WHEREAS, the City Commission has approved that certain document entitled "Assignment, Assumption, and Consent Agreement" between the CITY, Professional Course Management Ltd, and Professional Course Management VI Inc.; and

WHEREAS the Parties desire to renew the term of the Agreement, as amended, for a **five (5) year** period; and,

WHEREAS effective **April 15th, 2025**, the Parties further desire to increase the annual Golf Pro Shop Management Fee of the Agreement, as amended, from \$15,000.000 to \$20,000.00, to provide for a three percent (3%) annual increase in the Golf Pro Shop Management Fee, the staffing expenses, and the benefit expenses, for each year of the renewal term, and to amend and supplement the terms contained therein as set forth in this Fourth Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Agreement, as amended, is hereby assigned to Professional Course Management VI Inc.

SECTION 3. The Agreement, as amended, is hereby renewed for a **five (5) year** period commencing on **November 16, 2026**, and naturally expiring on **November 15, 2031**.

SECTION 4. Article 3 of the Agreement, as amended, is hereby revised and amended as set forth below:

“3.1 Commencing on April 15, 2025, CITY agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement as follows:

3.1.1 This Agreement shall make the CONTRACTOR responsible for the management, staffing and maintenance of the Pembroke Lakes Golf Course Pro



Shop.

3.1.2 In consideration for the services provided herein, the CITY shall pay the CONTRACTOR an annual compensation amount of **ONE HUNDRED EIGHTY-TWO THOUSAND, THREE HUNDRED FORTY-SEVEN DOLLARS AND EIGHTY-FOUR CENTS (\$182,347.84)**, as follows: ONE HUNDRED THIRTY-FOUR THOUSAND, THREE HUNDRED THIRTY-NINE DOLLARS AND NINETY-SIX CENTS (\$134,339.96) for staffing, TWENTY-SIX THOUSAND, EIGHT HUNDRED SIXTY-SEVEN DOLLARS AND EIGHTY-EIGHT CENTS (\$26,867.88) for an annual benefits package, TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00) for a management fee, and ONE THOUSAND, ONE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$1,140.00) for theft insurance coverage as required by Section 6.5.1 of the Agreement as amended.

3.1.2.1 There will be a three percent (3%) increase applied annually on each anniversary date of the Agreement to the staffing expenses, benefit expenses, and the management fee.

3.1.2.2 The amount for theft insurance coverage shall not exceed ONE THOUSAND, ONE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$1,140.00) annually and shall remain ONE THOUSAND, ONE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$1,140.00) for the duration of this Agreement unless otherwise amended in writing by the Parties.

3.2 Method of Billing and Payment.

3.2.1 For the duration of this Agreement, CITY shall compensate CONTRACTOR twice per month in the amount of one twenty-fourth (1/24) of the annual compensation of the CONTRACTOR. CITY shall make its best efforts to pay CONTRACTOR on the fifteenth (15th) day and the thirtieth (30th) day of each month but shall not exceed more than fifteen (15) calendar days from the date shown on a proper invoice from CONTRACTOR for the total shown to be due.

3.2.2 For the duration of this Agreement, CITY shall reimburse CONTRACTOR on a monthly basis the additional costs incurred by the CONTRACTOR as evidenced by a proper invoice from CONTRACTOR with documentation to support the monthly reimbursement request.

3.2.3 Payment will be made to CONTRACTOR on the 15th and 30th of each month at:

**Professional Course Management VI Inc.
10500 Taft Street
Pembroke Pines, FL 33026**



City of Pembroke Pines

3.2.4 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.”

SECTION 5. Article 10 of the Agreement, as amended, is hereby revised and amended as set forth below:

“10 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: Johnny LaPonzina, President
Professional Course Management VI Inc.
10500 Taft Street
Pembroke Pines, FL 33026
Telephone No: (954) 433-8800

SECTION 6. Public Records. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida’s Public Records Law. Specifically, the CONTRACTOR shall:

6.1 Keep and maintain public records required by the CITY to perform the service;

6.2 Upon request from the CITY’s custodian of public records, provide the CITY 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;

6.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records



remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

6.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

6.5 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which the CITY may terminate the Agreement in accordance with the terms herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
drogers@ppines.com**

SECTION 7. Scrutinized Companies.

7.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

7.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

7.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

7.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created



pursuant to Section 215.473, Florida Statutes; or

7.1.2.2 Is engaged in business operations in Syria.

SECTION 8. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

8.1 Definitions for this Section.

8.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

8.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

8.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

8.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

8.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

8.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

8.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately.



Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 9. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Fourth Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 10. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Fourth Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 11. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Fourth Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 12. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,



subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Fourth Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Fourth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 13. Compliance with Foreign Entity Laws. CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- 13.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 13.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 13.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 13.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 13.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 13.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 14. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, and the Agreement, as amended, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 15. The Parties agree that in all other respects the Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 16. Each exhibit referred to in the Agreement, as amended, except as repealed herein, forms an essential part of this Fourth Amendment. The exhibits, if not physically attached, should be treated as part of this Fourth Amendment and are incorporated herein by reference.

SECTION 17. Each person signing this Fourth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fourth Amendment.

SECTION 18. This Fourth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fourth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents



City of Pembroke Pines

to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

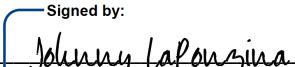
DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

**PROFESSIONAL COURSE MANAGEMENT
VI INC.**

Signed By: _____
Signed by:  _____
FF207017E0CA4FE...

Printed Name: Johnny LaPonzina

Title: President

April 1, 2025



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: April 1, 2025

ENTITY: **PROFESSIONAL COURSE MANAGEMENT VI INC.**

SIGNED BY: Signed by:
Johnny LaPonzina
FF207017E0CA4FE...

NAME: Johnny LaPonzina

TITLE: President