

FIRST AMENDMENT TO MANAGEMENT AGREEMENT
PELICAN BAY COMMUNITY PARK

THIS FIRST AMENDMENT TO MANAGEMENT AGREEMENT ("Amendment"), is entered into on this 13th day of February 2024, by and between Collier County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the Pelican Bay Foundation, Inc., a Florida not-for-profit corporation, hereinafter referred to as the "Foundation," (collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the County and the Foundation have previously entered into a Management Agreement dated August 22, 2023 (Agenda Item 11.B.), for the management of racquet sport activities, maintenance, and capital improvements; and

WHEREAS, the County and the Foundation are desirous of entering into this Amendment to add an additional sixty (60) days for the plans and specifications of the Capital Improvements to be approved by the County in writing.

WHEREAS, the County and the Foundation are desirous to further clarify the access of the pickleball courts by the public to fifty percent (50%) during the same days and hours as member of the Foundation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

1. **Article 2. Capital Improvements:**

Article 2 of the Agreement is amended as follows:

* * *

The Foundation will coordinate with the County with respect to the Improvements which shall be constructed in accordance with plans and specifications approved in writing by the County. If the County and Foundation do not agree to the Improvements within ~~180~~ 240 days of the Effective Date, this Agreement may be terminated by either party on written notice to the other.

* * *

2. **Article 3. Management:**

Article 3 of the Agreement is amended as follows:

* * *

Management. The public shall have access to the Premises. The County shall allow the Foundation to manage racquet sports activities, which includes the rental, reservation, instruction, and hosting of events and tournaments on the Premises, all of which uses the

Words ~~struck through~~ are deleted, words underlined are added

County has found to be in the public's interest. Members of the public shall have access to 50% of the pickleball courts during the same days and hours as members of the Foundation. No more than fifty percent (50%) of the pickleball courts shall be for usage by members of the Foundation.

* * *

3. All other terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Parties have hereto executed this First Amendment on the day and year first written above by an authorized person or agent.

PELICAN BAY FOUNDATION, INC.
A Florida not-for-profit corporation

By: *Michael A. Ruffolo*
Signature
Michael A. RUFFOLO
↑Type/print signature and title↑

Chairman of the Board
Pelican Bay Foundation

ATTEST:
Crystal K. Kinzel, Clerk of Court & Comptroller

By: *Crystal K. Kinzel*
Deputy Clerk
Attest as to Chairman's

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: *Chris Hall*
Chris Hall, Chairman

Approved as to Form and Legality
Jeffrey A. Klatzkow
Jeffrey A. Klatzkow, County Attorney