

Deleted  
ADD ON

Meeting Date  
September 1, 2015



AGENDA	
Section	Unfinished Business
Item No.	V C

AGENDA REPORT  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Request for Proposal, RE: Leasing of Brevard County Golf Courses – Districts 2 & 3 Fiscal Impact: There is no Fiscal Impact to the General Fund as a result of this action.
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

Requested Action:  
It is requested the Board of County Commissioners authorize the Parks and Recreation Department to solicit a Request for Proposals (RFP) for the leasing of the County's three (3) Golf Courses – The Savannahs, The Habitat and Spessard Holland.

Summary Explanation & Background:  
In regular session on May 26, 2015, the Board of County Commissioners authorized the Parks and Recreation Department to release an RFP to established companies for the leasing of the County's three (3) Golf Courses - The Savannahs, The Habitat and Spessard Holland; approved the Selection Committee consisting of Commissioner Barfield, Venetta Valdengo, Assistant County Manager, Larry Wojociechowski, Parks Support Services Manager, Hector Lopez, Assistant Parks and Recreation Director, and Dr. Brenda Fettrow, District Vice President of Brevard County and Lake Nona YMCA; approved the Negotiation Committee consisting of Commissioner Infantini, Venetta Valdengo, Assistant county Manager and Jack Masson, Parks and Recreation Department Director; authorized the Department to enter into an agreement with the National Golf Foundation (NGF) for assistance in the preparation of the RFP, identification of competent bidders, evaluation of submittals, and performance monitoring, with the Golf Advisory Board (GAB) working with NGF; and further authorized the RFP to come back to the Board before solicitation.

The objective of the RFP is to secure the services of a qualified Proposer, or Proposers, for a long-term contract (10 years) that will include a capital investment in the County's golf courses, by providing golf course management and operation which include:

- Continue to provide first class public golf facilities to all County courses and provide high quality, high value public golf experiences for the golfing public
- Maintain the day to day operation of all three (3) golf facilities at a level that meets or exceeds the standards that currently exist and offer a competitive fee structure that will encourage play
- Provide efficient and profitable golf courses that will benefit the citizens of Brevard County

The day to day operation of the three (3) facilities will include golf course operation, turf management, facilities maintenance, equipment maintenance, clubhouse operations, pro-shop merchandise operations, food and beverage services, golf lessons, sales and marketing plans, budgeting and annual reporting and a programming plan.

The draft RFP was prepared by the National Golf Foundation, Purchasing and Parks staff with review and input by the GAB, the County Attorney's Office and Risk Management. A draft RFP was presented to the GAB on June 18<sup>th</sup> and August 24<sup>th</sup>. The GAB approved the RFP and motioned to recommend an implementation date of January 2016 for the successful vendor. Any revisions to the draft RFP would only be to the format and layout and not to the original scope and content approved by the Board.

Clerk to the Board Instructions:

Exhibits Attached: RFP

Contract /Agreement (If attached): Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager 	Assistant County Manager, 	Jack Masson, Parks & Recreation Department Director jack.masson@brevardparks.com; 633-2046 
Stockton Whitten	Assistant County Manager, Venetta Valdengo	



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972

May 27, 2015

**MEMORANDUM**

**TO:** Jack Masson, Parks and Recreation Director

**RE:** Item II.B.3., Authorization to Issue Request for Proposals (RFP) for Leasing Spessard Holland, The Habitat, and The Savannahs Golf Courses; Authorization to Enter into Agreement with National Golf Foundation (NGF); and Approval of Selection and Negotiation Committees

The Board of County Commissioners, in regular session on May 26, 2015, authorized the Parks and Recreation Department to release an RFP to established companies for leasing of Spessard Holland, The Habitat, and The Savannahs Golf Courses; approved Selection Committee consisting of Commissioner Barfield, Venetta Valdengo, Assistant County Manager, Larry Wojciechowski, Parks Support Services Manager, Hector Lopez, Assistant Parks and Recreation Director, and Dr. Brenda Fettrow, District Vice President of Brevard County and Lake Nona YMCA; approved Negotiation Committee consisting of Commissioner Infantini, Venetta Valdengo, Assistant County Manager, and you; authorized the Parks and Recreation Department to enter into an agreement with the National Golf Foundation (NGF) for assistance in the preparation of the RFP, identification of competent bidders, evaluation of submittals, and performance monitoring, with the Golf Advisory Board working with the NGF; and authorized the RFP to come back to the Board before it goes out.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

A handwritten signature in cursive script that reads "Tammy Etheridge".

Tammy Etheridge, Deputy Clerk

cc: Committee Members  
Finance  
Budget

**SUBMIT PROPOSALS TO:**  
**PURCHASING SERVICES**  
**2725 JUDGE FRAN JAMIESON WAY,**  
**BLDG. C, 3<sup>rd</sup> FLOOR, SUITE C-303**  
**VIERA, FL. 32940**



**PROPOSAL INVITATION**  
**Proposal Acknowledgment**

**PROCUREMENT ANALYST: PHONE (321) 617-7390**

**AN EQUAL OPPORTUNITY EMPLOYER,**  
**FLORIDA TAX EXEMPT #85-8012621749C-1**  
**FEDERAL TAX EXEMPT #59-6000523**

**PROPOSAL SPECS. MAY BE PICKED UP AT:**  
 Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL. 32940

**MAILING DATE:**

**PROPOSAL TITLE: LEASE OF BREVARD COUNTY MUNICIPAL GOLF COURSES – THE SAVANNAHS, SPESSARD HOLLAND AND THE HABITAT AT VALKARIA**

**PROPOSAL NUMBER**

**PROPOSAL OPENING DATE & TIME**  
 @ 2:00 p.m.

**PRE PROPOSAL DATE, TIME AND LOCATION:**  **Mandatory**  **Non-Mandatory**  
**MANDATORY:** \_\_\_\_\_ starting @ 9:00 a.m.. at the Habitat Golf Course located at 3591 Fairgreen St., Valkaria, Fl. The site visit will continue to the other golf courses starting with Spessard Holland and the proceeding to Savannahs.

**PROPOSALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED**

**PROPOSER NAME/ADDRESS**  
  
**TELEPHONE NUMBER/TOLL FREE NUMBER:**  
 \_\_\_\_\_

**VENDOR MUST COMPLETE THIS AREA AND RETURN FORM. NOTARIZED. FORM IS REQUIRED.**  
 If returning as a “no ” state reason:  
 \_\_\_\_\_  
**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S NUMBER**  
 \_\_\_\_\_

I certify that this Proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the County of Brevard the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County’s discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Proposer.

**X**  
 \_\_\_\_\_  
**AUTHORIZED SIGNATURE (MANUAL)**  
 \_\_\_\_\_  
**TYPED NAME**  
 \_\_\_\_\_  
**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**THIS FORM MUST BE NOTARIZED BELOW**

Sworn to and subscribed to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
 Personally known:   
 Or produced identification:  Type of ID: \_\_\_\_\_

\_\_\_\_\_  
 Notary Signature State  
 My commission expires : \_\_\_\_\_  
 (AFFIX SEAL or STAMP)

**BOND DATA**

<b>VENDOR MUST PROVIDE:</b>	<b>AMOUNT:</b>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> PROPOSAL BOND	_____
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> PERFORMANCE BOND	100% First Year
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LABOR, MATERIAL, PERFORMANCE BOND	_____

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A. M. Best’s rating as specified in this document and depending on the amount of the bond, shall have a minimum A. M. Best’s financial size category ranking as follows:

BOND AMOUNT UP TO	FINANCIAL CLASS	BOND AMOUNT UP TO	FINANCIAL CLASS
\$ 1,000,000	V	\$ 25,000,000	IX
\$ 2,500,000	VI	\$ 50,000,000	X
\$ 5,000,000	VII	\$ 75,000,000	XI
\$ 10,000,000	VIII	\$ 100,000,000	XII

Bonds must be issued by Bonding Company who complies with the requirements of Florida Statutes Section 287.0935

**THE COUNTY OF BREVARD RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A**

**RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME VENDORS MUST SUBMIT A W-9 FORM.**

**GENERAL CONDITIONS**

1. **SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.
2. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company name and F.E.I.D. number shall appear in the space(s) provided.
3. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released. Proposal must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.
4. **PROPOSAL TABULATIONS:** Proposal tabulations are posted on Demand Star web page and available for download at: [www.demandstar.com](http://www.demandstar.com).
5. **CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
6. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Proposer. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Melbourne, FL 32940, or faxed to the attention of the Purchasing Agent, at (321) 617-7391. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposers at the respective addresses furnished for such purposes. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Proposer received a copy of such addendum, it being understood that all Proposers are responsible to verify that they have received any such addenda prior to submitting their Proposal.
7. **EEO STATEMENT:** Vendors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
8. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County of Brevard to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.
9. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.
10. **TAXES:** The County of Brevard is exempt from Federal Excise Taxes and all sales taxes.
11. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.
12. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Proposer represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Proposer shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.
13. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Proposers offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Proposer clearly indicates in his Proposal that he is offering an "equal" product, the Proposer shall be considered as offering the same brand name product referenced in the specifications. If the Proposer proposes to furnish an "equal" product, the brand name if any, or the product to be furnished

shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Proposer. Purchasing Services is not responsible for locating or securing any information which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Proposer shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Proposer proposes to furnish and what the County would be binding itself to purchase by making an award.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
15. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
16. **INDEMNIFICATION:** The successful Proposer agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the vendor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Proposer acknowledges adequate consideration for this indemnification provision.
17. **PATENTS AND ROYALTIES:** The Proposer, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
18. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this Proposal.
19. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violations of these stipulations may also result in the vendor name being removed from the Proposal list and the vendor disqualified from doing business with the County of Brevard.
20. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
21. **WARRANTY:** The Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Proposer gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of Brevard by any other provision of this Proposal.
22. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more suppliers; to reject any and all Proposals or waive any minor irregularly or technicality in Proposals received. Proposers are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc. via written notice.
23. **Unless otherwise noted in the Proposal document, vendors shall submit one Proposal only.**
24. **DEFINITIONS:**

COUNTY - The term COUNTY herein refers to the County of Brevard, Florida, and its duly authorized representatives.

PROPOSER - The term PROPOSER used herein refers to the dealer/ manufacturer/business organization submitting a Proposal to the County in response to this invitation.

VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.

USING AGENCY - The term USING AGENCY used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

HEAVY DUTY - The item(s) to which the term HEAVY DUTY is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

QUALIFIED BIDDER OR PROPOSER - The best bidder or proposer who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the proposer or its subcontractors' past performance for the Board, and any other information required by Board policies.

RESPONSIVE BIDDER OR PROPOSER - A bidder or proposer who has submitted a bid or proposal which conforms in all respects to the requirements of the bid package or request for proposal, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.

DUE CAUSE - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinance. All Bidders must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposer's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT ENTITIES:** Brevard County permits the awarded vendor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the vendor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded vendor(s).
27. **DRUG FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the County Manager. Each Proposal will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Proposers are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit Proposals 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$35,000) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not award or perform work as a contractor, supplier, and may not transact business with any public entity.
31. **LICENSE/CERTIFICATIONS AND PERMITS:** The successful vendor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. Brevard County Contractor Licensing and Regulations Section is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact Brevard County Licensing Regulation and Enforcement Office at (321) 633-2058, option 0, for any questions.  
The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful vendor is responsible for obtaining all

permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

32. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
33. **CANCELLATION AND RE-INSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the vendor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
34. **INCURRED COST:** Brevard County is not liable for any cost incurred by any vendor prior to an award. Costs for developing a response to this request for Proposal are entirely the obligation of the proposer and shall not be chargeable in any manner to Brevard County.
35. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the vendor or by any sub-contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
36. **SUBCONTRACTORS:** The vendor shall be fully responsible for all acts and omissions of his sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from vendors which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.
38. **FAX:** Proposals which are received by FAX are not acceptable and will be rejected
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Central District in and for the State of Florida. The vendor expressly waives venue in any other location.
40. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the proposer and the County, the proposer agrees to continue to operate and perform under the terms of the contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the vendor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons with disabilities needing special accommodations to participate should contact the County Manager's Office no later than 48 hours prior to any meeting at 633-2001 for assistance.
44. **PROPOSER RESPONSIBILITIES:** A proposer, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the proposer and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the proposer shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/ Proposal.
45. **SUPERVISION OF CONTRACT PERFORMANCE:** The proposer's performance of the contract will be monitored by the contract manager. The proposer shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the proposer, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall

not relieve the proposer of the obligation to perform the work at the time and in the manner specified by the contract. If the proposer does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

- 46. MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the proposer and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
- 47. GREEN PROCUREMENT POLICY:** The Board of County Commissioner's approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
- 48. MONITORING OF WORK:** The proposer shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Proposer shall designate, in writing, a person to serve as liaison between the proposer and the County.
- 49. PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70, et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this quotation will be subject to Billing Instructions and Conditions on the face of Brevard County Purchase Order form. Proposers may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Proposer offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.
- 50. RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
- 51. UNAUTHORIZED ALIEN WORKS:** Brevard County will not accept Proposals from vendors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a (e) (Section) 274A (e) of the Immigration and Nationality Act "INA". The County shall consider a vendor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal.
- 52. FLORIDA PUBLIC RECORDS LAW:**  
Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the proposer's duty to identify the information which it deems is exempt under Florida/federal law and identify the statute by number which exempts that information.  
Should any person or entity make a public request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential, it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Fla. Stat. 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorneys fees which may be awarded pursuant to Fla. Stat. 119.12.  
All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

**53. LOCAL PREFERENCE:**

N/A to this solicitation.

**54. PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN FLORIDA:**

In accordance with Florida Statute 287.082, whenever two or more competitive sealed Proposals are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received Proposals are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

**55. COUNTY SEAL:**

Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.

**56. TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;
- b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted-criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
- c. Should a tie still exist for bids, quotations or proposals, priority shall be given to the vendor having a verified business establishment within the boundaries of Brevard County, Florida;
- d. In the event that a tie still exists after progressing through a-c, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

**57. VENDOR COMPLAINTS AND DISPUTES:**

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

**I. Posting of Award Notices**

A. FORMAL SEALED BIDS/QUOTES: No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bidder/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bidder/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

B. FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommended award for Proposals.

**II. Proceedings**

A. Any Bidder, quoter or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

B. The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.

C. Within seven (7) calendar days of receipt of the formal written protest the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the Proposal protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

D. In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be

furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

**III. Stay of Procurements During Protests**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, Prompt Payment of Invoices.

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**REQUEST FOR PROPOSALS  
BREVARD COUNTY, FLORIDA**

**LEASE OF BREVARD COUNTY MUNICIPAL GOLF COURSES – THE SAVANNAHS, SPESSARD  
HOLLAND AND THE HABITAT AT VALKARIA**

**RFP # xxxxxxxxxxxx**

<u>CONTENTS</u>	<u>Page Number</u>
Proposal Schedule	Page 10
Introduction and Background	Page 11
Submittal Requirements	Page 15
Scope of Services and Specifications	Page 18
Evaluation and Selection Process	Page 21
Proposal Format	Page 24
Indemnification and Insurance Requirements	Page 27
Reference Form	Page 29
Attachments:	
Exhibit A – Lease Agreement between Brevard County and Valkaria Airport	
Exhibit B – Five year history of Rounds and Revenue and Expenses	
Exhibit C – Administrative Order 26	
Exhibit D – Maintenance Agreement	
Exhibit E – List of Brevard County owned equipment	

**REQUEST FOR PROPOSALS  
BREVARD COUNTY, FLORIDA**

**LEASE OF BREVARD COUNTY MUNICIPAL GOLF COURSES – THE SAVANNAHS, SPESSARD  
HOLLAND AND THE HABITAT AT VALKARIA**

**RFP # xxxxxxxxxx**

**PROPOSAL SCHEDULE**

The following anticipated timeline for completion of the RFP process and implementation has been established:

**IDENTIFICATION DATE**

Date & Time TBD

**RELEASE OF PROPOSAL**

Date & Time TBD

Interested Proposers are to meet at the Habitat Golf Course, 3591 Fairgreen St, Valkaria, FL.

Date & Time TBD

**DEADLINE FOR QUESTIONS**

Date & Time TBD

**PROPOSAL DUE DATE**

Date & Time TBD

**SELECTION COMMITTEE MEETING**

Date & Time TBD

**NEGOTIATION COMMITTEE MEETING**

Date & Time TBD

**RECOMMENDATION TO THE BOARD**

**REQUEST FOR PROPOSALS  
BREVARD COUNTY, FLORIDA**

**LEASE OF BREVARD COUNTY MUNICIPAL GOLF COURSES – THE SAVANNAHS, SPESSARD  
HOLLAND AND THE HABITAT AT VALKARIA**

**RFP# xxxxx**

1. **Introduction/Purpose** - Brevard County, FL ("County") is seeking proposals from qualified golf course Operators experienced in the operation and maintenance of municipally owned golf courses to enter into a lease agreement to provide golf course management and operation services for the County's three golf facilities - The Savannahs Golf Course, Spessard Holland Golf Course and The Habitat at Valkaria. The proposers shall propose a schedule of capital investments for course enhancements during the terms of this agreement. This request for proposal (RFP) envisions the County engaging with a qualified operator that will establish a long term, sustainable golf operation at the three subject properties for Brevard County.

Proposals may be presented by a single business entity, a joint venture, or partnership.

County objectives include the following:

- a. To continue to provide first class public golf facilities at all County courses and provide a high quality, high value public golf experience for the golfing public.
  - b. To maintain all three golf facilities at a level that meets or exceeds the standards that exist at Brevard County golf courses in 2015 and fee structures that are competitive and will encourage increase play. See Scope of Services.
  - c. To provide efficient and profitable golf courses that will benefit the citizens of Brevard County.
  - d. To secure the services of a qualified Proposer, or Proposers, for a long-term contract that will include capital investment in the County's golf courses.
2. **Contract Period:** The County intent is to enter into a minimum 10-year lease term for all three golf facilities. The successful bidder will have the opportunity to extend the agreement for two (2) additional five (5) year terms upon mutual agreement of both parties. Proposer may recommend a contract term that will provide for an optimal solution for the County and the Proposer. The proposed term must be justified by the Proposer on the basis of capital investment in the Courses and in promoting the property and services to the general public. A different term will be considered depending on the cost and magnitude of the capital improvement plan being offered.

**Note:** The County currently leases The Habitat at Valkaria Golf Course from Valkaria Airport, the County shall sublease, or alternatively assign the lease of, this course to the successful bidder, with the understanding that the sublease/assignment and any required renewals are contingent on approval by the Federal Aviation Authority and Valkaria Airport. The lease agreement between Brevard County Parks and Recreation and the Valkaria Airport is attached herein as Exhibit "A".

Based on the response to this RFP, the Selection and Negotiating Committees will select and recommend to the Board of County Commissioners a firm to provide to the County the services required under this RFP.

3. **Background** - The subject properties encompass the three County's owned or operated golf courses - The Savannahs Golf Course, located 3915 Savannahs Trail, Merritt Island, Spessard Holland Golf Course, located at 2374 Oak St, Melbourne Beach, and The Habitat at Valkaria Golf Course located at 3591 Fairgreen St, Grant-Valkaria. These three golf properties are all located in different sections

of Brevard County and are presently operated directly through the County's Parks and Recreation Department with various departmental sub-contracts as deemed appropriate. **The requested operator service is for all facets (pro shop, maintenance and concessions) at all three facilities.**

## The Savannahs Golf Course



The Savannahs Golf Course is an 18-hole par-72 championship golf course with aqua driving range, clubhouse and maintenance facility, all located within the Savannahs residential community of 288 single-family homes.

The Savannahs Golf Course opened in 1990 and is located in the northern part of Brevard County, on Merritt Island just south of the Kennedy Space Center. The community / golf course entrance is 1.75 miles east of N. Courtenay Parkway (State Road 3), which is 2.0 miles north of State Road 528. N. Courtenay Parkway (State Road 3) is the only north-south roadway into the local area. State Road 528 and State Road 520 are the primary east-west artery through the area, connecting both mainland Florida and Merritt Island to the beaches, A1A and Port Canaveral.

The Savannahs Golf Course layout is unique for the area, and is more difficult to play than "standard." There is water in play on every hole on the front nine and five of the holes on the back nine. There are 51 bunkers on the course, including several large bunkers.

The clubhouse at Savannahs is a full-service facility that dates back to the original opening in 1990. The facility has an approximately 6,000 square foot (sf) footprint, and includes two levels. The first level houses the cart storage, rental club storage and restrooms. The upper level includes the pro shop, food and beverage, offices and restrooms. The facility includes the key elements that are typical with successful public golf operations.

The Savannahs Golf Course playing fees during the 2015 peak winter season was \$45 (w/cart) for County residents, \$55 for non-residents and \$35 for discount card holders. Summer rates are \$21 for

Discount Cardholders and \$25 for the public without discount cards. There is also an annual advance greens fee program of \$700 for an individual.

Recent operational performance shows declining rounds and revenue at The Savannahs, with just under 35,000 total rounds of golf reported in FY2010, falling to under 23,000 in FY2014. Annual total facility revenue at The Savannahs had exceeded \$1.0 million each year between FY2007 and FY2009, with total revenue falling to under \$675,000 in FY2014.

### **The Habitat at Valkaria**



The Habitat Golf Course is an 18-hole, par-72 championship golf facility located just south of the Valkaria Airport in Grant-Valkaria. The facility includes an 18-hole golf course, clubhouse, driving range and maintenance facility. The course is located in a somewhat rural part of southern Brevard County, with a large number of residences within close proximity to the golf course. The course is in proximity to the Indian River Lagoon and Brevard County's southern boundary, and in the middle of a wildlife sanctuary.

The 6,836-yard golf course was designed by Charles Ankrom and features water obstacles on nine holes, numerous natural hazards. The site includes rolling terrain and elevation changes providing a unique golf layout for eastern Florida. The Habitat is part of the Audubon Cooperative Sanctuary Program (ACSP) for Golf by helping enhance the valuable natural areas and wildlife.

The Habitat at Valkaria playing fees during the 2015 peak winter season was \$45 (w/cart) for County residents, \$55 for non-residents and \$35 for discount card holders. Summer rates are \$25 Discount Cardholders and \$29 for the public without discount cards. There is also an annual advance greens fee program of \$700 for an individual.

Recent operational performance shows activity at The Habitat of just under 40,000 total rounds of golf reported in FY2010, falling to just over 33,000 in FY2014. Annual total facility revenue at The Habitat has been between \$1.0 and \$1.1 million in each of the last five years dating back to FY2010.

## Spessard Holland



The Spessard Holland Golf Course is an 18-hole, par-67 executive golf course facility located on a narrow strip of barrier-island between the Indian River Lagoon and Atlantic Ocean in Melbourne Beach. The facility includes an 18-hole golf course, clubhouse, "irons-only" driving range and maintenance facility. The course has been very popular with senior golfers in this community, and is very active with long-standing leagues, clubs and groups.

The 5,210-yard golf course was initially designed by Palmer Enterprises along the inland waterway on the west. From the east, the constant breeze off the Atlantic Ocean offers exceptional seaside golfing and the executive layout, including six par-3 holes that vary from 128 to 191 yards. Weaving through more than 800 palm trees, eleven par-4 holes and one par-5 hole complete the opportunity for first rate play at this course.

Spessard Holland playing fees during the 2015 peak winter season was \$43 (w/cart) for County residents, \$53 for non-residents and \$33 for discount card holders. Summer rates are \$25 for Discount Cardholders and \$29 for the public without discount cards. There is also an annual advance greens fee program of \$700 for an individual.

Recent operational performance shows activity at the Spessard Holland of just over 47,000 total rounds of golf reported in FY2010, falling to under 38,000 in FY2014. Annual total facility revenue at Spessard Holland has been between \$960,000 and \$990,000 in each of the last five years dating back to FY2010.

**The golf courses and photo gallery for each course is available for view at the Parks and Recreation website, <http://www.brevardcounty.us/ParksRecreation/Golf/Home/>**

**Brevard County has provided five (5) full years of operating history, with full detail of rounds of golf, revenue and expense profit and loss reports for each of the County golf courses in Exhibit "B" to this request.**

LEASE OF BREVARD COUNTY MUNICIPAL GOLF COURSES – THE SAVANNAHS, SPESSARD  
HOLLAND AND THE HABITAT AT VALKARIA

RFP# xxxxx

SUBMITTAL REQUIREMENTS

1. One (1) original proposal and six (6) duplicate proposals (seven (7) total proposals) must be returned no later than 2:00 p.m. local time. Paper copies must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one (1) original and six (6) copies on paper, plus one (1) compact disc (CD) or flash drive. Sealed proposals must be clearly marked as follows:

“RFP # P-X-XX-XX, LEASE OF BREVARD COUNTY MUNICIPAL GOLF COURSES – THE SAVANNAHS, SPESSARD HOLLAND AND THE HABITAT AT VALKARIA” and returned to:

Purchasing Services  
Brevard County Government Center  
2725 Judge Fran Jamieson Way, 3<sup>rd</sup> Floor, Suite C303  
Viera, FL 32940

2. All proposals received on or before the due date and time will be opened at 2:00 p.m. local time, at which time, the names of the firms submitting proposals will be read. No details or the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.
3. Any material submitted in response to this Request for Proposal is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential. All submitted information that the responding proposer believes to be confidential and exempt from disclosure (i.e. a trade secret, etc.) must be specifically identified as such. Upon receipt of a public records request for information the proposer has designated as a trade secret or as otherwise exempt from Section 119.07 F.S, a determination will be made whether the identified information is, in fact, confidential.
4. The Proposal shall be signed by a representative who is authorized to bind the Proposer contractually.

**Note\*** Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3<sup>rd</sup>) floor at the above address. **Vendors are advised that U.S. Postal Service 1<sup>st</sup> Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor’s risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITBP closing date and time.** If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

5. **MANDATORY Pre-proposal Meeting:**  
There will be a pre-proposal meeting on \_\_\_\_\_ starting at the Habitat Golf Course located at 3591 Fairgreen St, Grant-Valkaria at 9:00 a.m. and continue to the other courses. Attendance at this meeting is mandatory for each location. You must attend mandatory site visit for all locations in order to submit a proposal to the Request for Proposal. The pre-proposal meeting will include an overview and question and answer session about the County’s golf

courses. Any amendments to the RFP solicitation will be developed and posted on the Procurement Services Website. Interested parties will be given the opportunity to ask pertinent questions of County representatives concerning the Project and submission requirements.

6. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the County Manager. Each Proposal will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award. The designated liaison for this RFP is Sherry Collett, Procurement Analyst II @ 321-617-7390; email [sherry.collett@brevardcounty.us](mailto:sherry.collett@brevardcounty.us)
7. Golf Courses are open daily for re-visits for those firms who are interested in additional evaluation of golf course facilities. Arrangements will need to be made with Golf Course Management staff at each location prior to re-visit .
8. **INFORMATION OR CLARIFICATION**  
For information concerning procedures for responding to this proposal, contact Sherry Collett, Purchasing Services at 321-617-7390, or fax 321-617-7391; email [Sherry.collett@brevardcounty.us](mailto:Sherry.collett@brevardcounty.us). Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or faxed to the attention of Sherry Collett at 321-617-7391. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Services Representative in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.
9. If an addendum is sent to potential proposers, it will be mailed, faxed or emailed according to the information Purchasing Services has on file for the proposers. To make sure you receive any addenda to the proposal request, please make sure Purchasing Services has the full name of your organization, complete address, name of individual that addenda should be directed to, and that individual's telephone and fax number, and email.
10. Interviews may be conducted. Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and may conduct interviews from the top ranked firms. The Selection and Negotiating Committee will make recommendations to the Board of County Commissioners, which has the sole authority to make the final determination to award, revise, or reject a contract with the "selected vendor."
11. The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.
12. **Right to Submitting Material.** All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of Brevard County.

13. **Best and Final:** The County reserves the right to request Best and Final offers from the ranked firms.
14. **Contract Negotiation.** The County at its sole discretion, reserves the right to enter into contract negotiations with the #1 ranked, responsive, responsible Proposer. If the County and said Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible Proposer. This process will continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Proposer shall have any rights against the county arising from such negotiations or termination thereof.

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**REQUEST FOR PROPOSALS  
BREVARD COUNTY, FLORIDA**

**LEASE OF BREVARD COUNTY MUNICIPAL GOLF COURSES – THE SAVANNAHS, SPESSARD  
HOLLAND AND THE HABITAT AT VALKARIA  
SCOPE OF SERVICES**

**I. SCOPE OF SERVICES**

Brevard County is seeking to enter into a lease agreement to provide golf course management and operation services for the County's three golf facilities - The Savannahs Golf Course, Spessard Holland Golf Course and The Habitat at Valkaria. The proposer shall propose a schedule of capital investments for course enhancements during the terms of this agreement. This request for proposal (RFP) envisions the County engaging with a qualified operator that will establish a long term, sustainable golf operation at the three subject properties for Brevard County.

The following is a list of desired services in carrying out the management and operations of Brevard County golf courses. This list is not intended to be all inclusive but rather to reflect common normal day-to-day operations. Other items may be added or removed as negotiations with the awarded firm progress.

1. Management of all day-to-day operations of the golf facilities, including golf course operation, turf management and maintenance, facilities maintenance, equipment maintenance, clubhouse operations, pro-shop merchandise operations, food and beverage services, sales and marketing, player programming, player development, budgets, accounting, human resources, etc.
2. The vendor will be responsible for hiring and managing personnel sufficient to adequately staff all areas of operation at Brevard County golf courses. The Operator will be expected to hire, properly train, and supervise all staff required to manage and operate the facilities consistent with the County's general direction, goals and volunteer programs. All staffing shall be, and remain at all times, employees of the selected Operator.
3. The Operator will provide a qualified general manager responsible for the day-to-day operations and management of each facility, and who will be available to County administration during normal business hours. The Operator will employ at least one Golf Professional at each golf location, who must be a Class "A" member in good standing with the Professional Golf Association (PGA) or the Ladies Professional Golf Association (LPGA). This person will be responsible for developing and/or coordinating a program of golf lessons, clinics, schools, etc.
4. Due to the County's transition from employer to leased services, the Operator shall provide current Brevard County employees and the current Food & Beverage Concession vendors the first opportunity during recruitment. These employees/vendors will be identified by a letter from a Parks and Recreation supervisor on letterhead. The exception being if any of these recommended employees/vendors fail a background check or drug testing, then County employee/vendor should be automatically denied.
5. The Operator will provide a certified, "Class A" member of the Golf Course Superintendents Association (GCSAA) in good standing at each Brevard County golf location.
6. The Contractor must provide initial individual background screenings for all personnel and all costs related at no charge to the County. A copy of the county's background and screening requirements Administrative Order 26 are attached as Exhibit "C". Proof must be provided showing the testing was performed and results are satisfactory.

Based upon reasonable grounds, the County has the right to reject or approve staff or sub-contractors assigned to the project by the Contractor. The staff named in the proposal shall remain assigned to the project throughout the period of the contract, or have any replacement approved by the County. If the County rejects staff or sub-contractors, the contractor must provide replacement staff or sub-contractor satisfactory to the County in a timely manner and at no additional cost to the County. The contractor may make no diversion or replacement of any Head Golf Professional (equivalent) or head golf course Superintendent without submission of a resume of the proposed replacement with written approval by Brevard County.

7. The Operator will provide a level of service for all areas of Brevard County golf courses (customer service, maintenance standards, etc.) that meet or exceed the standards that exist at Brevard County golf courses in 2015. Maintenance standards as described in current maintenance agreement as shown in Exhibit "D".
8. The Operator shall operate the golf courses as public-access facilities in a nondiscriminatory manner.
9. The Operator shall develop recommendations for green and cart fees, subject to County review, and indexed to local or regional competitive golf facilities of similar type and quality. Setting of fees will be subject to a negotiation process and partnership between the County and the Operator.
10. The Operator will provide golf course maintenance and day-to-day playability conditions of the highest standards. The Operator will be responsible to maintain Brevard County golf courses in such a way so as to sustain the Audubon Sanctuary certification presently in place at The Habitat, and commit to environmentally-friendly golf best management practices.
11. The Operator is responsible for providing and maintaining all equipment used in operation of the golf facility, including golf carts, maintenance vehicles and equipment, irrigation system, Pro Shop and concession equipment (details of all County owned equipment to be included in this lease provided in Exhibit "E").
12. The Operator will be responsible for maintaining and replacing as needed all Brevard County equipment. The Operator shall advise the County in writing when County equipment is being repaired and if equipment will not be repaired or is no longer required by the Operator.
13. The Operator will be responsible for maintaining and cleaning the maintenance facilities that include the mechanic's shop, equipment and parts storage, and offices to the standard established by the County.
14. The Operator will keep all areas of each golf course facility, including the parking lot, clubhouse area, ponds, and golf course proper, free from litter and trash free.
15. The Operator will be responsible to develop, implement and fund a robust and effective marketing program that produces positive results in terms of growth of golf rounds purchased, cart rentals, as well as restaurant and event sales, pro shop sales and instructional programs.
16. The Operator will have the golf course, pro shop, practice amenities and concession operations at each facility open on a daily basis, from dawn to dusk, with the exception of closures due to inclement weather conditions, scheduled maintenance days and on selected holidays to be determined jointly by the Operator and County.
17. The Operator will be responsible for maintenance and daily custodial cleaning of all clubhouse facilities, including public restrooms at each site, including the on-course restrooms.
18. The Operator will be required to cooperate with the County during special events and other unanticipated eventualities.

19. The Operator will be responsible for regular pest control inspections and extermination, in compliance with all Florida Department of Agriculture regulations concerning pesticide applications and nutrient management.
- The Operator will be responsible for regular fire inspections in compliance with County Fire Inspection guidelines at Operator's expense.
  - Smoking in any building is strictly prohibited. The Operator will be required to adhere to and enforce this policy.
  - The Operator will be responsible for merchandise sales. The Operator will have the opportunity to purchase inventory existing at the time of contract award at County's cost.
  - The Operator shall prepare (with County approval):
    1. An annual business plan and operating budget, including expenditures for operations, equipment maintenance, inventory, advertising, sales and promotions, repairs and revenue projections with recommendations on all fees such as green fees, cart fees, annual fees, etc.
    2. A five (5) year capital improvement plan and budget, with specific recommended projects, and an implementation schedule and plans will be provided annually. The County will review the facility improvements master plan and work with the Operator on cost estimates, detailed design, bidding, and implementation plans. The extent of County involvement will be dependent on the size, scope, and budget of each proposed facility improvement project.
    3. A report on proposed staffing levels at each facility.
  - Acquire and maintain all necessary licenses and permits including liquor sales.
  - Operator shall provide or acquire all goods and services necessary to carry out its management, operations and maintenance responsibilities.
  - The Operator will be expected to honor the contractual agreement between Brevard County and GolfNow, which will expire on August 26, 2016. Exhibit "F".

**LEASE OF BREVARD COUNTY MUNICIPAL GOLF COURSES – THE SAVANNAHS, SPESSARD  
HOLLAND AND THE HABITAT AT VALKARIA  
EVALUATION AND SELECTION PROCESS**

**I. QUALIFICATION OF PROPOSERS**

This RFP shall be awarded only to a responsive and responsible Proposer qualified to provide the services specified. The Proposer shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information shall include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**Minimum Qualifications**

The Proposer **MUST** meet all of the requirements supplied in this document and **MUST** submit the following information with responses to the following requirements:

- a. The Proposer shall have a minimum of five (5) years of experience in providing golf course professional service operations to include golf course maintenance at an 18-hole golf facility similar in size and rounds to The Habitat at Valkaria, Spessard Holland or The Savannahs Golf Courses. The Proposer will provide all staff for the golf operations that include manager and superintendent positions, and the Proposer must provide proof of managers and superintendents holding active industry designations such as "Class A" PGA or LPGA membership, "Class A" Golf Course Superintendents Association (GCSAA) in good standing. The Proposer shall provide a detailed statement of qualifications and background of said services.
- b. The Proposer shall provide a list of five (5) references that can describe previous performance in the management of operations and maintenance of facilities for which the Proposer has provided services comparable to those described in this RFP. The listing shall include the last five (5) contracts entered into by your organization and include the following:
  - Facility name and address
  - Name, title, phone/fax number and email address for facility point of contact
  - Number of years managing facility
  - Detailed summary of scope of services provided and type of contract
- c. The Proposer shall provide a detailed business plan regarding types of golf development programs that they have been associated with that include instructional, tournament recruitment and retention, and public school program participation.
- d. Each proposer shall provide written evidence/references that they, the Proposer, have experience in implementing new player development programs at a public golf course within the past five (5) years. References must include company name and contact. Player development programming should include: private/group lessons, golf clinics, junior golf programs/camps, implementation of national player development programs from recognized sources (PGA, USGA, etc.), and other activities designed to increase participation in golf at a managed public golf facility.
- e. The Proposer shall provide evidence that they have sufficient resources and capabilities to meet the financial and operational requirements, vendor credit lines and/or bank letters of credit should be provided as evidence.

- f. The Proposer shall provide written evidence/references that they have maintained and operated a minimum of five (5) 18-hole golf courses and have a minimum of five years of experience. References must include scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (arranged by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget.
- g. The Proposer shall provide a listing and description of golf courses operated by the Proposer and include the following information on the last five years (or term of agreement if shorter than 5 years) per course:
  - Number of rounds and type of rounds.
  - The annual gross and net revenue.
  - Average annual maintenance expense.
  - A brief description of the location and market overview for each market operated (e.g., number of courses in market, market share competition, cost structure and revenue generation).
- h. The Proposer shall provide legal history of the company including, but not limited to:
  - Proposer shall provide an outline history of contract amendments with any current contracts to include timeline and purpose of amendment.
  - Proposer shall disclose if it has made any claims for extra payment or increases in compensation during the course of its agreements to provide services at any golf course.
- i. The Proposer shall provide clear evidence of financial stability and resources necessary to develop/manage the County's facilities successfully. The Proposer will include with this submission a most current audited financial statement to the County for review. Appropriate steps will be taken by the County to protect all bidders' confidentiality of financial statements.
- j. **Bonding Required.** Due to the need for start-up capital to perform services being requested, the successful Proposer will be required to secure a performance bond in an amount that covers all operation and maintenance expenses at all Courses equal to the first years contract amount. A final award by the County will require that within fifteen (15) business days following written notice of award, the contract shall furnish to the County a performance bond equal to the first years contract amount. The surety company shall have a minimum Best's policy holder rating of "A" and required financial rating of VII from Best's key rating guide. Proposer must submit proof of bondability when submitting proposal.

## II. SELECTION PROCESS

Evaluation of the Proposals will be performed by a committees appointed by the Board of County Commissioners. The evaluations may be completed in a two-step process. In Step one (1) the Selection Committee will evaluate all responsive proposals based upon the information contained in the proposals as submitted. The Committee will score and rank all responsive proposals and may determine a short list for further consideration. In Step two (2) the Selection Committee may request presentations from the short listed firms. The Committee shall re-score and re-rank based on the presentations, references, and proposal of the firms. The Negotiation Committee shall begin negotiations for a contract with the top ranked firm. –The Board of County Commissioners will make the final determination as to which Proposer will be awarded the lease agreement.

### III. EVALUATION CRITERIA

All RFP response proposals will be evaluated using the criteria listed below. The Items to be considered based on submission of the quality of the elements and the content/presentation of the proposal including during presentations if required are as follows:

**1. Organization Profile, Experience, Qualifications and Team Composition: (20 points)**

List of owners, with contact names and telephone numbers of completed projects comparable to this magnitude and type for reference.

Declaration of Financial Disclosure and professional information.

Prior experience in managing golf facilities undergoing improvement, upgrade or renovation will be given higher scores.

The firm's professional qualifications and experience with comparable projects. Please specify roles played by various key members of the team. The staff named in the proposal shall remain assigned to the project throughout the period of the contract, or have any replacement approved by the County.

**2. Demonstration of Financial Strengths (10 points)**

Financial Capability and Level of Financial Commitment - Complete and substantiated evidence of the Proposer's financial capacity to undertake proposed improvements as demonstrated by the ability to finance other similar development projects.

**3. Capital Improvement Development Capacity: (20 points)**

Demonstrated track record of the completion of public access golf facility development. Development teams will be evaluated on their proven track record with comparable projects, successful and timely execution of complex golf facility upgrade projects. The committee shall evaluate your Capital Improvement Plan as requested in Tab 6 on page 25.

**4. Operational Plan: (30 points)**

Plan for the day-to-day operation of the three facilities, including:

- Golf course operation
- Facilities maintenance
- Equipment maintenance
- Clubhouse operations
- Pro-shop merchandise operations
- Food and beverage services
- Sales and marketing plans
- Budgeting and annual reporting
- Programming plan

**5. Fee Proposal (20 points)**

Compensation proposal that lays out a requested monthly lease payment over the term of the lease (if any) and requested percentage of gross revenues as well as any other activity-specific compensation expectations. The best and final offer of the proposers that is deemed in the best interest of Brevard County.

It is anticipated that capability to take over and continue operation and management of the County's three golf facilities successfully shall take precedence in qualifying proposals for selection for the interview stage. To the extent that shortlisted Proposers are well qualified and financially capable, the ability of the Proposers to meet the County's goals as outlined in this solicitation document and provide financial return to the County will take relatively greater precedence in the evaluation process.

**NOTE: It is the responsibility of each Proposer to redact all information (i.e., social security numbers and bank account numbers) that is not specifically required to be submitted and is not exempt from the mandatory disclosure requirements of the Public Records Law.**

**LEASE OF BREVARD COUNTY MUNICIPAL GOLF COURSES – THE SAVANNAHS, SPESSARD  
HOLLAND AND THE HABITAT AT VALKARIA**  
**PROJECT NUMBER**

**PROPOSAL FORMAT**

Interested firms who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The firm's Proposal shall include:

**Tab 1. Letter of Introduction and Executive Summary:** Containing a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform these services and enter into a contract with the County. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting firm.

**Tab 2. Table of Contents**

The table of contents should outline in sequential order the major areas of the proposal.

**Tab 3. Organization Profile, Experience and Minimum Qualification Requirements and Team Composition**

The Proposer shall provide legal history of the company including, but not limited to:

- Proposer shall provide an outline history of contract amendments with any current contracts to include timeline and purpose of amendment.
- Proposer shall disclose if it has made any claims for extra payment or increases in compensation during the course of its agreements to provide services at any golf course.

The Proposer shall provide written evidence/references that they have maintained and operated a minimum of five (5) 18-hole golf courses and have a minimum of five years of experience. References must include scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (arranged by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget similar in size and rounds to The Habitat at Grant-Valkaria, Spessard Holland or the Savannahs Golf Courses.

The Proposer shall provide a listing and description of golf courses operated by the Proposer and include the following information on the last five years (or term of agreement if shorter than 5 years) per course:

- Number of rounds and type of rounds.
- The annual gross and net revenue.
- Average annual maintenance expense.
- A brief description of the location and market overview for each market operated (e.g., number of courses in market, market share competition, cost structure and revenue generation).

The Proposer shall provide an organization chart for the each golf course identifying quantities and types of positions. A list of the key personnel (e.g. manager, assistant manager, golf professionals holding active industry designations such as "Class A" PGA or LPGA membership, superintendent holding a Class A" Golf Course Superintendents Association (GCSAA) all in good standing, etc.) assigned to this

project and complete resumes for each key staff person detailing their experience, education, expertise, qualifications, and knowledge of golf course management

The staff named in the proposal shall remain assigned to the project throughout the period of the contract, or have any replacement approved by the County. If the County rejects staff or sub-contractors, the contractor must provide replacement staff or sub-contractor satisfactory to the County in a timely manner and at no additional cost to the County. The contractor may make no diversion or replacement of any Head Golf Professional (equivalent) or head golf course Superintendent without submission of a resume of the proposed replacement with written approval by Brevard County.

**Tab 4. Operational Plan and Overall Approach**

Provide a detailed description of the Proposers **Business Plan** and **Overall Approach** for operations, management and maintenance of the golf courses and all facilities.

Prior experience with community/neighborhood outreach

a. Plan for the day-to-day operation of the three facilities, including:

- Golf course operation
- Turf management and maintenance
- Facilities maintenance
- Equipment maintenance
- Clubhouse operations
- Pro-shop merchandise operations
- Food and beverage services
- Sales and marketing plans
- Budgeting and annual reporting
- Programming plan
- Golf lessons.
- Marketing Plan, provide a annual marketing plan including email(how many members), newspaper ads, Customer Loyalty incentive programs, or other effective methods of attracting customers.
- Environmental Responsibility/Sensitivity Plan – Should detail your hazardous material management and practices. Detail any hazardous material training received. Provide a listing of all hazardous materials violations (if any).
- Detail the time required from the date of execution of the agreement to the commencement of service at each golf course facility.

**Tab 5. Proposed Compensation Arrangement**

Provide the compensation arrangement to enter into a lease agreement to provide golf course management and operation services for the County's three golf facilities.

**Tab 6. Capital Improvement Plan**

The County shall weigh capital investment plans in its evaluation process. Therefore, describe all intended capital work and provide cost estimates, potential lease abatement. The County is expecting the awarded Operator to commit capital to improve the golf facilities over the term of the lease. Include a detailed timetable which clearly outlines proposed improvements by each course and their anticipated

commencement and completion dates. All capital work by the proposer shall be completed in a manner so as to create a minimum amount of interference with golf course availability to the public.

The proposer shall be required to make all necessary renovations at their sole cost and expense and cover all operation expenses, including maintenance and repair. It will be the complete responsibility of the proposer to insure the facility operates in a financially responsible manner. It must be expressly stated here that the County will in no way be obligated to subsidize or support the operation of the golf course. The County will not pledge any revenues, taxes, fees, or other financial resources to pay expenses.

**TAB 7. Operating Equipment Plan**

Submit a list of **operating equipment to be provided by your firm** exclusively at your firm's expense for this contract undertaking. Provide a statement detailing the source from where the equipment will be made available (i.e. existing inventory, new purchase(s), transfer from other firm or service locations, etc.). The County will be open to discussing acquisition of required equipment from the County where relevant.

**TAB 8. Financial Capability and Level of Financial Commitment/Reporting and accountability**

The Proposer shall provide evidence that they have sufficient resources and capabilities to meet the financial and operational requirements, vendor credit lines and/or bank letters of credit should be provided as evidence. The Proposer will include with this submission a most current audited financial statement to the County for review.

**Tab 9. References**

The Proposer shall provide a list of five (5) references that can describe your previous performance in the management of operations and maintenance of facilities for which the Proposer has provided services comparable to those described in this RFP. Please utilize and submit Reference Form on Page 30. The listing shall include the last five (5) contracts entered into by your organization and include the following:

- Facility name and address
- Name, title, phone/fax number and email address for facility point of contact
- Number of years managing facility
- Detailed summary of scope of services provided and type of contract

The Proposer shall provide written evidence/references that they have maintained and operated a minimum of five (5) 18-hole golf courses and have a minimum of five years of experience. References must include scope of work, facility name, contact name, address, and phone number, number of holes maintained, number of acres maintained (arranged by greens, tees, fairways, roughs, and common areas), number of employees, and annual maintenance budget.

Each proposer shall provide written evidence/references that they, the Proposer, have experience in implementing new player development programs at a public golf course within the past five (5) years. References must include company name and contact. Player development programming should include: private/group lessons, golf clinics, junior golf programs/camps, implementation of national player development programs from recognized sources (PGA, USGA, etc.), and other activities designed to increase participation in golf at a managed public golf facility.

**Tab 10. Required Proposal Forms:**

- Signed/Notarized Request For Proposal
- Signed Acknowledgement of Addenda issued

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**  
**LEASE OF BREVARD COUNTY MUNICIPAL GOLF COURSES – THE SAVANNAHS, SPESSARD**  
**HOLLAND AND THE HABITAT AT VALKARIA**  
**PROJECT NUMBER PROVIDED HERE**

**INDEMNIFICATION**

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The vendor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Vendor under this agreement for this hold harmless/indemnification provision.

**INSURANCE REQUIREMENTS**

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Pollution Liability Insurance for the application of pesticides, herbicides and other hazardous substances with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

Fire Legal Liability Insurance which includes coverage for all Count owned facilities with a \$ 500,000 combined single limit for each occurrence.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

**Note:** All assets will be retained on the County's schedule of insurance for purposes of property insurance coverage. The cost of said insurance shall be allocated to and borne by the successful proposer and will be billed on an annual basis. The County is willing to consider alternate insurance coverage provided by the successful proposer.

The vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

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**REFERENCE FORM –  
LEASE OF BREVARD COUNTY MUNICIPAL GOLF COURSES – THE SAVANNAHS, SPESSARD  
HOLLAND AND THE HABITAT AT VALKARIA  
PROJECT NUMBER PROVIDED HERE**

**REFERENCES – PROJECTS**

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described. Note: A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements.

1. Customer/Client \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_  
  
Telephone Number: \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_  
Project Size: \_\_\_\_\_
  
2. Customer/Client \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_  
  
Telephone Number: \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_  
Project Size: \_\_\_\_\_
  
3. Customer/Client \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_  
  
Telephone Number: \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_  
Project Size: \_\_\_\_\_
  
4. Customer/Client \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_  
  
Telephone Number: \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_  
Project Size: \_\_\_\_\_

5. Customer/Client \_\_\_\_\_  
Date of Services: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_  
Project Size: \_\_\_\_\_

-----  
VENDOR NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PRINTED SIGNATURE \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX# \_\_\_\_\_ DATE \_\_\_\_\_

DRAFT



Please call Melissa X52517 when ready for pick up. Thanks!

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

**SECTION I**

The following information must be completed on all new contracts submitted to the Board.

<b>1. Contractor:</b> RFP for Leasing of three (3) County Golf Courses	
<b>2. Fund/Account #:</b>	<b>3. Division Name:</b> Parks and Recreation Department
<b>4. Contract Description:</b> RFP	
<b>5. Contract Monitor:</b> Sue Eichenlaub	<b>6. Mail Stop #:</b> 76
<b>7. Dept./Office Director:</b> Jack Masson	<b>8. Class Code:</b>
<b>ACTION DATE:</b> <i>Upon Receipt</i>	<b>ACTION REQUIREMENT:</b> <i>Approval Signature</i>

**SECTION II**

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u>      </u>	<u>JM</u>	<u>8/11/2015</u>
Risk Management	<u>✓</u>	<u>      </u>	<u>JES</u>	<u>8/13/2015</u>
County Attorney	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.*

Please call Sue X56222 when ready for pick up. Thanks!

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

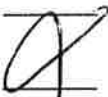


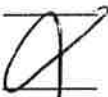


**SECTION I**

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<b>5. Contract Monitor:</b> Sue Eichenlaub	<b>6. Mail Stop #:</b> 82
<b>7. Dept./Office Director:</b> Jack Masson	<b>8. Class Code:</b>
<b>ACTION DATE:</b> Upon Receipt	<b>ACTION REQUIREMENT:</b> Approval Signature

**SECTION II**

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X _____	_____	JM _____	8/11/2015
Risk Management	 _____	_____	 _____	 _____
County Attorney	 _____	_____	 _____	 _____

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.

BC-20: EXHIBIT I

# EXHIBIT "A"

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 3rd day of March 1992, by the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, a political subdivision of the State of Florida and between the VALKARIA AIRPORT, a County Airport, hereinafter referred to as "Airport", and the DEPARTMENT OF PARKS AND RECREATION, an organizational Division of Brevard County, hereinafter referred to as "Tenant".

### W I T N E S S E T H :

WHEREAS, the United States of America, by Quit-Claim Deed, dated, September 8, 1958, granted to Brevard County, acting by and through its Board of County Commissioners, 631.65 acres, more or less, which lands are known as the Valkaria Airport; and

WHEREAS, the Brevard County Board of County Commissioners has made improvements to the approximately 197 acres of the said Airport by the development of the Valkaria Golf Course; and

WHEREAS, the development of the said 197 acres as a County Golf Course will directly and indirectly benefit the Airport property; and

WHEREAS, the Valkaria Golf Course is a public recreation facility open to any person who wishes to utilize the facilities without exception or qualification; and

WHEREAS, Paragraph 6 of the Quit-Claim Deed of September 8, 1958, provided that the Valkaria Airport shall not be used for any purpose other than airport purposes without written consent of the Administrator of the Federal Aviation Agency, which consent shall be granted after the Administrator finds that such property can be so used for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the Airport; and

WHEREAS, in view of the foregoing, the Airport Fund shall be paid for the use of the airport property for use as a recreational facility.

NOW, THEREFORE, the parties hereby agree as follows:

1. TERM. The term of this Agreement shall be for a period of thirty (30) years from March 3, 1992 to March 2, 2022. The Tenant shall have the right to extend the lease an additional thirty (30) years, upon execution of a letter of concurrence, or letter of no objection from the FAA, its successors or assigns.

2. PROPERTY. The property subject to this Agreement shall be the property described in Exhibit "A".

3. PURPOSE. The Tenant shall utilize the land leased from the Airport as the Valkaria Golf Course and related recreational facilities open to all persons.

4. RENTAL. The Tenant hereby agrees to pay to the Airport, as required herein, the total annual sum of \$49,300 in monthly installments of \$4,108.33 due and payable in advance on the third day of each month commencing on the effective date of this agreement. The annual rental fee may be adjusted based on the Consumer Price Index (CPI) published by the Federal Government with the base figure established as of the date of this agreement. The airport will compare the base price index on a yearly basis, and the annual fee payments shall be increased (or decreased) in the same proportion as said price index at the commencement of this agreement. In no event, however, shall the rental fee decrease below the original sum of \$49,300 that was charged on the effective date of this agreement. The Tenant may make payments of rent on an annual or semi annual basis at his discretion.

5. FAIR MARKET VALUE. Lease payments shall be based upon a percentage rate of TEN PERCENT (10%) of the fair market value of the property as described above and as determined by an appraisal of the value of the property.

6. DELINQUENCIES. Payments required shall be considered delinquent thirty (30) days after the date they are due and payable. A service charge at the applicable prime rate per annum from the date due and payable until paid shall be assessed the Tenant for such delinquencies.

7. NO LIENS CREATED. Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other party in and to the property covered by this Lease, and that no third person shall ever be entitled to any lien, directly or indirectly derived through or under the other party, or its agents or servants, or on account of any act or omission of any other party. All persons contracting with the Tenant, or furnishing materials or labor to the Tenant, or to its agents or servants, as well as all persons

whomsoever, shall be bound by this provision of the Lease. Should any such lien be filed, the Tenant shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise, as permitted by law. The Tenant shall not be deemed to be the agent of the Airport so as to confer upon a laborer bestowing labor upon the leased premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased premises, a mechanic's lien upon the Airport's estate under the provisions of Chapter 713, Florida Statutes, 1975, and any subsequent revisions of that law.

8. LEASEHOLD INTEREST. Tenant may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions, such pledges to be subject to the approval of the Airport. The Tenant shall not subordinate the Airport's interest in the premises to any such security holder under any circumstances whatsoever.

9. SUBORDINATION. This Lease Agreement shall be subordinate to the provisions of any existing or future Agreement between the County and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of the Valkaria Airport. Except to the extent required for the performance of the obligations of Tenant in this Lease, nothing contained in this Agreement shall grant to Tenant any rights whatsoever in the airspace above the premises other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

10. NONDISCRIMINATION. Tenant does hereby agree and covenant:

a) That no person of the ground of race, color or national origin shall be excluded from participation or denied the benefits of, or be otherwise subject to discrimination in the use of the facility.

b) That in the construction of any improvement on, over or under the premises and the furnishing of labor, services or materials in connection therewith, no persons on the ground of race, color, or national origin shall be excluded from participation in, or otherwise be subject to discrimination by Tenant.

c) Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

d) Tenant shall operate the facility in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and will assure that no qualified handicapped person shall, solely by reason of such person's handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment.

11. PROPERTY RIGHTS RESERVED. Title to any building, structure or other improvement of a permanent character constructed, erected, or installed upon the premises by Tenant as permitted by this lease shall forthwith vest in the Airport subject to the leasehold estate and options to renew granted to the Tenant under the terms of this lease. Tenant shall not remove such improvements from the premises nor materially modify, waste, or destroy such improvements without the prior written consent of the Airport, which consent shall not be unreasonably withheld. Upon the expiration or sooner termination of this lease and all extensions thereof, the Airport's title to such improvements shall be free and clear of all claims to or against such improvements by Tenant, any mortgagee of Tenant, or any third person claiming under Tenant. Tenant shall defend and indemnify Airport against all liability and loss arising from such claims.

12. DEFAULT. Payments in arrears, in full or part, more than ninety (90) days shall constitute a default and shall be sufficient cause for Airport to terminate this Agreement

13. MAINTENANCE AND REPAIRS. The Tenant will be solely responsible for the maintenance, repair, and upkeep of the leased property.

14. DAMAGE OR DESTRUCTION TO LEASED PREMISES. Except as otherwise provided in this lease, if the premises or any part of them (including any leasehold improvements), shall be damaged or destroyed, Tenant shall promptly repair or replace the same. Any other terms or provisions of this Lease Agreement pertaining to repair, alteration,

construction or reconstruction by Tenant shall be binding upon Tenant in repairing or reconstructing the leased premises under the terms and provisions of this lease. If such a substantial portion of the leased premises is destroyed so that Airport and tenant mutually agree that Tenant cannot reasonably continue to utilize the leased premises until the same are repaired or replaced, then Tenant may elect to either repair or replace the same in which event the rent shall be abated until such time as Tenant can reasonably resume operation of its business, and the term shall be extended for a period equal to the rent abatement period.

15. INDEMNIFICATION. The Tenant shall indemnify the Airport and hold the Airport harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the subject property by the Tenant. The Airport shall likewise indemnify and hold the Tenant harmless for all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of the Airport's sole negligence as owner of the subject property. The Airport and Tenant rely on sovereign immunity F.S. 768.28.

16. ABANDONMENT OF PROPERTY BY TENANT. In case the Tenant shall abandon said real property, or any part thereof, during the continuance of this Agreement, the Airport may, at its option, without notice, relet said real property or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which the Airport would otherwise have to hold the Tenant responsible for the rent above reserved. In case said real property or any part thereof shall be relet, as aforesaid, the Airport shall collect the rent therefore from the person or persons to whom the same shall be relet, after paying the expenses of such reletting and collection apply whatever remains of the amount received on account of the rent due or to become due from said Tenant under this Agreement.

17. TERMINATION. Upon termination or cancellation of this Agreement and provided all monies due the Airport have been paid, the Tenant shall have the right to remove all temporary buildings,

machinery, and equipment which it has installed or placed in the real property, with the exception of fixed utilities. Tenant agrees to repair any damage occasioned by reason of such removal or because of its occupancy. In the event the Tenant fails to remove its property or to repair any damage done to real property, the Airport reserves the right to remove and store all such property left at the risk and expense of Tenant and to make repairs as the Airport deems necessary to restore the real property with the cost of the repairs to be paid by the Tenant.

18. INSPECTION. During the term of this Agreement, the Airport shall have the right to inspect said real property in person, or by agent, at any and all reasonable times.

19. ALTERATIONS. The Tenant is hereby granted the right to make reasonable alteration to the leased property hereunder as from time-to-time it shall desire to make, provided however that all such alterations shall be at the expense of the Tenant, and shall be made only after written approval therefore has been obtained from the Airport and provided further that as a condition precedent to the making of such alteration, the Tenant shall indemnify and save harmless the Airport against all claims by any person, firm, or corporation.

20. TAXES. The Tenant shall pay all ad valorem taxes levied or assessed against the premises by the appropriate governmental authorities, if applicable, together with all ad valorem taxes levied against any stock or merchandise, furniture, furnishings, equipment, and other property located in, on or upon the premises.

21. EXCLUSIVE USE. This Agreement shall in no way convey the exclusive use of any part of the Airport, except as described herein and shall not be construed as providing any special privilege for any public portion of the Airport. The Airport reserves the right to lease to other parties any portion of the Airport property not described in Exhibit A for any purpose deemed suitable for the airport by the Airport.

22. SUBLEASE. The Tenant is hereby prohibited from assigning or subleasing any rights provided in this Agreement without the written consent of the Airport.

23. AGREEMENT OF THE COUNTY WITH THE UNITED STATES OF AMERICA.

The terms and conditions hereof shall not be construed to prevent the County from making commitments it desires to the Federal Government or to the State of Florida to qualify for the expenditure of State or Federal funds upon said airport property.

24. NATIONAL EMERGENCY. During any national emergency declared by the President or by the Congress, the United States shall have the right to take exclusive or non-exclusive control and possession of the above mentioned real property, or of such portion thereof as it may desire, rent to be abated accordingly in proportion to said occupancy.

25. NOTICES. Whenever any notice or payment is required by this Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be addressed to: The Airport Manager, Valkaria Airport, 2865 Greenbrooke Street, Palm Bay, Florida 32905 and The Director of Parks and Recreation Department, 2725 St. Johns Street, Melbourne, Florida 32940.

26. WAIVER OF TERMS. The waiver by the Airport or the Tenant of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of a subsequent breach.

27. CONDEMNATION. If it be in the interest of the public, the County shall have the right to condemn said demised premises even though it is itself a part to said Agreement for said real property.

28. SEVERABILITY. It is the intention of both of the parties hereto that the provisions of this Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

29. ASSIGNS AND SUCCESSORS. Except as herein otherwise provided, the covenants and conditions shall be binding upon and inure to the benefit of the successors of the parties hereto.

30. LEASE RESTRICTIONS. The Tenant hereby agrees to abide with all elements as contained in the Lease Restrictions for Valkaria Airport as attached hereto as Exhibit B and hereby made a part hereof where applicable.

31. SPECIAL CONDITIONS

a) This Agreement may be terminated by the Airport in the event of a material default by Tenant. The Airport shall first notify the Tenant in writing of said material default, giving Tenant thirty (30) days from receipt of said notice to cure the default. In the event the default is not cured, the Airport may terminate this Agreement and evict said Tenant and all rights of said Tenant hereunder shall be forfeited.

b) The Airport reserves unto itself, its successors, and assigns for the use and benefit of the public, a right to flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

c) The Tenant shall restrict the height of structures, objects of natural growth and other obstructions to such a height so as to comply with Federal Aviation Regulation, Part 77.

d) The Tenant shall not use the said 197 acres for any use which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard. Clear zones shall remain clear of any permanent structures and golf course activity.

Prior to any construction, a Notice of Proposed Construction, Federal Aviation Administration (FAA) Form 7460-1, should be submitted to and approved by the FAA if it falls within the requirements of FAR Part 77.13.

e) The Tenant agrees that the facility to be operated by it will not be operated in such a manner as to constitute a nuisance or a hazard and that, in connection with the operation of the facility, the Tenant will observe and comply with all applicable laws, ordinances, orders and regulations prescribed by lawful authority having jurisdiction over the facility.

f) The Tenant agrees, at its sole cost and expense, to maintain all of the improvements including the golf course and clubhouse in a

good state of repair and to keep the premises in a clean neat and orderly condition.

g) The Tenant shall be responsible for electricity, lights, water, sewer, heat, janitor service or any other utility or service consumed in connection with the occupancy by the golf course.

h) The Tenant agrees hereby to indemnify and save the FAA and the Airport harmless from any and all actions, demands, liabilities, claims, losses or litigation arising out of or connected with the Tenant which results from any alleged act or negligence of the Tenant or any condition existing on the premises.

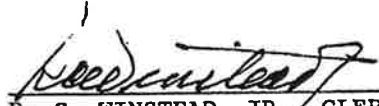
i) The Tenant shall not assign or sublet any right or interest hereunder without the prior written consent of the FAA.

j) If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not effect the validity of the remaining portion thereof.

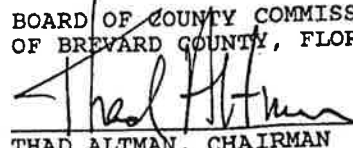
32. EFFECTIVE DATE. The effective date of this Agreement shall be March 3, 1992 and all terms and conditions stated herein shall apply as of that date.

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


ATTEST:

  
R. C. WINSTEAD, JR. CLERK

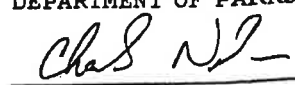
BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
THAD ALTMAN, CHAIRMAN

VALKARIA AIRPORT

  
RON HENDERSON, MANAGER

DEPARTMENT OF PARKS AND RECREATION

  
CHARLES NELSON, DIRECTOR

## LEGAL DESCRIPTION OF VALKARIA GOLF COURSE SITE:

Part of Sections 17 and 18, Township 29 South, Range 38 East, Brevard County, Florida, being more particularly described as follows: Beginning at the Southeast corner of Section 18, Township 29 South, Range 38 East, Brevard County, Florida; thence S 88°43'10" W along the south line of the Southeast 1/4 of Sec 18 a dist. of 960.90 ft. to the Southeast corner of Pomello Ranch, Unit Three, as recorded in Plat Book 28, Page 13, Public Records of Brevard County, Florida; thence N 0°02'57" E a dist. of 40.00 ft.; thence N 88°43'10" E a dist. of 140.00 ft.; thence N 40°17'42" E a dist. of 294.01 ft.; thence N 0°02'57" E a dist. of 215.00 ft.; thence N 52°32'21" W a dist. of 415.35 ft. to the east line of aforesaid Pomello Ranch, Unit Three; thence N 0°02'57" E a dist. of 255.09 ft. to the Northeast corner of said plat of Pomello Ranch, Unit Three; thence S 88°43'10" W along the north line of Pomello Ranch, Unit Three and Pomello Ranch, Unit Two, for a dist. of 1601.38 ft.; thence N 0°02'30" E a dist. of 330.00 ft.; thence S 88°43'10" W a dist. of 1115.44 ft. to the easterly R/W line of Valkaria Road; thence N 30°27'26" E along said easterly R/W line a dist. of 694.66 ft.; thence East a dist. of 4287.79 ft.; thence S 42°30'00" E a dist. of 900.00 ft.; thence N 47°30'00" E a dist. of 540.00 ft.; thence N 8°58'06" E a dist. of 849.11 ft.; thence N 25°56'32" W a dist. of 411.46 ft.; thence North a dist. of 280.00 ft.; thence N 21°04'04" E a dist. of 581.93 ft.; thence S 89°47'56" E a dist. of 525.00 ft. to the east line of property described in O.R.B. 171 Pg. 493; thence S 0°13'56" E along said east line a dist. of 2230.52 ft.; thence S 0°05'27" E a dist. of 1345.23 ft. to the Southeast corner of the Southwest 1/4 of aforesaid Sec. 17, Township 29 South, Range 38 East; thence N 89°49'54" W a dist. of 2668.09 ft. to the P.O.B.

Contains 211.111 Acres more or less.

## Exhibit "B"

### Rounds Per Golf Course

Habitat Golf Course	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Sub Total	Volunteers	Total
FY 09/10	3,166	4,033	3,035	3,589	3,729	4,645	4,283	3,482	2,647	2,617	2,538	2,200	39,964	5,188	45,152
FY 10/11	2,717	3,325	2,308	3,575	4,338	4,369	3,414	2,980	2,760	2,255	2,145	2,371	36,557	4,875	41,432
FY 11/12	2,532	3,532	2,865	3,676	4,315	4,417	3,759	3,056	2,446	2,463	2,475	2,470	38,006	5,352	43,358
FY 12/13	2,418	3,005	2,684	3,726	4,005	4,051	3,205	2,460	1,976	2,529	2,343	1,949	34,351	5,171	39,522
FY 13/14	2,345	2,632	2,945	2,854	4,084	4,118	3,404	2,234	2,249	2,146	1,967	1,666	32,644	5,175	37,819
<b>Spessard Holland</b>															
FY 09/10	3,948	5,048	3,419	4,107	4,293	5,885	5,023	3,721	2,998	3,249	2,981	2,699	47,371	3,544	50,915
FY 10/11	3,417	4,016	2,658	4,454	5,104	5,407	4,111	3,013	2,639	2,901	2,466	2,289	42,475	3,824	46,299
FY 11/12	2,428	3,532	3,151	4,709	5,222	5,437	3,967	2,808	2,662	2,852	2,630	2,354	41,752	3,784	45,536
FY 12/13	2,546	3,444	3,067	4,918	4,871	4,942	3,908	3,097	2,773	2,473	2,617	2,424	41,080	3,803	44,883
FY 13/14	2,935	2,848	3,021	3,664	4,675	5,074	3,773	2,968	2,454	2,269	2,095	1,929	37,705	4,232	41,937
<b>Savannahs Golf Course</b>															
FY 09/10	2,987	3,176	2,043	2,372	3,162	3,551	3,482	3,488	3,366	2,829	2,410	2,121	34,987	3,833	38,820
FY 10/11	2,827	2,845	1,656	2,179	3,131	3,506	3,228	2,909	2,416	2,318	1,853	1,922	30,790	4,438	35,228
FY 11/12	1,884	2,816	1,926	2,833	3,072	3,335	3,278	2,292	1,975	2,233	1,588	1,532	28,764	4,535	33,299
FY 12/13	1,995	2,154	1,823	2,448	2,990	3,327	2,632	1,933	1,896	1,884	1,871	1,350	26,303	4,035	30,338
FY 13/14	1,906	1,642	1,767	1,887	2,613	2,819	2,475	1,823	1,735	1,459	1,512	1,220	22,858	4,052	26,910

**Exhibit "B"**

**Habitat 2010 Revenue and Expense**

<b>Commitment Items</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>Available Budget</b>	<b>% Usage</b>
** COMPENSATION AND BENEFITS	323,195	307,225	249,321.63	57,903.37	81.15
** OPERATING EXPENSES	1,169,311	1,125,281	839,862.64	285,418.36	74.64
** CAPITAL OUTLAY	35,000	35,000	4,125.00	30,875.00	11.79
** DEBT SERVICE					
** Re-sale Items	60,000	60,000	36,519.51	21,180.49	64.70
*** <b>Expenditure Items</b>	<b>1,587,506</b>	<b>1,527,506</b>	<b>1,200,064.78</b>	<b>327,441.22</b>	<b>78.56</b>
3315024 Hurricane Jeanne			8,926.40-	8,926.40	
3345024 Hurricane Jeanne			495.91-	495.91	
* <b>INTERGOVERNMENTAL REVENUE</b>			9,422.31-	9,422.31	
3472301 Green Fees	585,525-	585,525-	513,232.38-	72,292.62-	87.65
3472302 Electric & Pull Cr	507,515-	507,515-	442,649.32-	64,865.68-	87.22
3472303 Restaurant-Lounge	19,162-	19,162-	13,553.17-	5,608.83-	70.73
3472304 Pro Shop	72,000-	72,000-	43,630.12-	28,369.88-	60.60
3472306 Handicap	800-	800-	585.00-	215.00-	73.13
3472307 Driving Range	45,000-	45,000-	33,142.00-	11,858.00-	73.65
3472308 Misc Non Tax Itm G	84,474-	84,474-	60,119.72-	160.25	
3472309 Annl Fees Disc Crd	1,000-	1,000-	146.00-	24,354.28-	71.17
3472311 Golf Instruction	5,000-	5,000-	1,107,217.96-	854.00-	14.60
* <b>CHARGES FOR SERVICE</b>	<b>1,315,476-</b>	<b>1,315,476-</b>	<b>1,107,217.96-</b>	<b>208,258.04-</b>	<b>84.17</b>
3612000 Int Earn Consd Inv	5,000-	5,000-	4,968.21-	31.79-	99.36
3644000 SALE OF SURPLUS EQ			355.20-	355.20	
3644100 Sale of Sur City Fu			13.00-	13.00	
3699000 OTHER MISC REVENUE			25.70-	25.70	
3699001 Sales Tax Receipts			231.93	231.93-	
* <b>MISCELLANEOUS REVENUE</b>	<b>5,000-</b>	<b>5,000-</b>	<b>5,130.18-</b>	<b>130.18</b>	<b>102.60</b>
3013000 BALANCE FORWARD	100,000-	286,042-	286,042.00-		100.00
* <b>BALANCE FORWARD</b>	<b>100,000-</b>	<b>286,042-</b>	<b>286,042.00-</b>		<b>100.00</b>
3810001 Transfer From 0001	167,030-	167,030-	167,030.00-		100.00
* <b>TRANSFERS - GENERAL FUND</b>	<b>167,030-</b>	<b>167,030-</b>	<b>167,030.00-</b>		<b>100.00</b>
3874360 Intra Tran to 4360	246,042	246,042	246,042.00		100.00
* <b>TRANSFERS - OTHER</b>	<b>246,042</b>	<b>246,042</b>	<b>246,042.00</b>		<b>100.00</b>
*** <b>Revenue Items</b>	<b>1,587,506-</b>	<b>1,527,506-</b>	<b>1,328,800.45-</b>	<b>198,705.55-</b>	<b>86.99</b>

**Exhibit "B"**

**Habitat 2011 Revenue and Expense**

<b>Commitment Items</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>Available Budget</b>	<b>% Usage</b>
** COMPENSATION AND BENEFITS	264,123	264,123	194,478.36	69,644.64	73.63
** OPERATING EXPENSES	1,017,907	1,129,172	848,151.34	281,020.66	74.11
** CAPITAL OUTLAY	35,000	35,000		35,000.00	
** DEBT SERVICE					
** Re-sale Items	60,000	60,000	25,069.37	34,930.63	41.78
*** <b>Expenditure Items</b>	<b>1,377,030</b>	<b>1,488,295</b>	<b>1,067,699.07</b>	<b>420,595.93</b>	<b>71.74</b>
3315024 Hurricane Jeanne			52,542.17-	52,542.17	
3345024 Hurricane Jeanne			2,919.01-	2,919.01	
* <b>INTERGOVERNMENTAL REVENUE</b>			55,461.18-	55,461.18	
3472301 Green Fees	585,525-	585,525-	502,793.61-	82,731.39-	85.87
3472302 Electric & Pull Cr	507,515-	507,515-	426,068.15-	81,446.85-	83.95
3472303 Restaurant-Lounge	19,200-	19,200-	14,660.37-	4,539.63-	76.36
3472304 Pro Shop	72,000-	72,000-	42,478.35-	29,521.65-	59.00
3472306 Handicap	800-	800-	982.50-	182.50	122.81
3472307 Driving Range	45,000-	45,000-	33,669.50-	11,330.50-	74.82
3472308 Misc Non Tax Itm G			22.00-	22.00	
3472309 Appl Fees Disc Crd	84,436-	84,436-	60,358.46-	24,077.54-	71.48
3472311 Golf Instruction	1,000-	1,000-	187.00-	813.00-	18.70
* <b>CHARGES FOR SERVICE</b>	<b>1,315,476-</b>	<b>1,315,476-</b>	<b>1,081,219.94-</b>	<b>234,256.06-</b>	<b>82.19</b>
3612000 Int Earn Consd Inv	5,000-	5,000-	2,084.65-	2,915.35-	41.69
3699001 Sales Tax Receipts			754.62-	754.62	
* <b>MISCELLANEOUS REVENUE</b>			2,839.27-	2,160.73-	56.79
3013000 <b>BALANCE FORWARD</b>	5,000-	5,000-	119,265.00-	8,000.00	107.19
* <b>BALANCE FORWARD</b>			111,265-	8,000.00	107.19
3864345 Intra Tran Fr 4345	56,554-	56,554-	56,554.00-		100.00
* <b>TRANSFERS - OTHER</b>	56,554-	56,554-	56,554.00-		100.00
** <b>Revenue Items</b>	<b>1,377,030-</b>	<b>1,488,295-</b>	<b>1,315,339.39-</b>	<b>172,955.61-</b>	<b>88.38</b>
**** <b>Total</b>			<b>247,640.32-</b>	<b>247,640.32</b>	

**Exhibit "B"**

**Habitat 2012 Revenue and Expense**

<b>Commitment Items</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>Available Budget</b>	<b>% Usage</b>
** COMPENSATION AND BENEFITS	240,308	240,308	169,286.22	9,293.38	96.13
** OPERATING EXPENSES	1,149,874	1,056,163	833,723.50	222,439.50	78.94
** CAPITAL OUTLAY	10,000	35,000	3,770.45	31,229.55	10.77
** DEBT SERVICE					
** Re-sale Items	50,000	50,000	20,553.53	20,546.54	58.91
** RESERVES		179,396		179,396.00	
*** Expenditure Items	<b>1,450,182</b>	<b>1,560,867</b>	<b>1,027,333.70</b>	<b>462,102.95</b>	<b>70.39</b>
3472301 Green Fees	581,292-	581,292-	506,591.20-	74,700.80-	87.15
3472302 Electric & Pull Cr	512,512-	512,512-	442,574.53-	69,937.47-	86.35
3472303 Restaurant-Lounge	13,895-	13,895-	13,204.82-	690.18-	95.03
3472304 Pro Shop	61,940-	61,940-	46,693.99-	15,246.01-	75.39
3472306 Handicap	682-	682-	930.00-	248.00-	136.36
3472307 Driving Range	44,915-	44,915-	31,884.50-	13,030.50-	70.99
3472308 Misc Non Tax Itm G	1,440-	1,440-	35.00-	1,405.00-	2.43
3472309 Annl Fees Disc Crd	68,421-	68,421-	48,982.15-	19,438.85-	71.59
3472311 Golf Instruction	154-	154-	64.00-	90.00-	41.56
* CHARGES FOR SERVICE	<b>1,285,251-</b>	<b>1,285,251-</b>	<b>1,090,960.19-</b>	<b>194,290.81-</b>	<b>84.88</b>
3612000 Int Earn Consd Inv	5,228-	5,228-	2,927.70-	2,300.30-	56.00
3644000 SALE OF SURPLUS EQ			3,648.96-	3,648.96	
3644100 Sale of Sur City Fu			3.00-	3.00	
3644200 Ins Proceeds Fr Lo			315.42-	315.42	
3699000 OTHER MISC REVENUE					
3699001 Sales Tax Receipts			32.15	32.15-	
* MISCELLANEOUS REVENUE	<b>5,228-</b>	<b>5,228-</b>	<b>6,862.93-</b>	<b>1,634.93</b>	<b>131.27</b>
3021000 LESS 5 PERCENT	64,524	64,524		64,524.00	
* STATUTORY REDUCTION (LESS 5	<b>64,524</b>	<b>64,524</b>		<b>64,524.00</b>	
3013000 BALANCE FORWARD	146,711-	257,396-	257,396.00-		100.00
* BALANCE FORWARD	<b>146,711-</b>	<b>257,396-</b>	<b>257,396.00-</b>		<b>100.00</b>
3864345 Intra Tran Fr 4345	85,516-	85,516-	85,516.00-		100.00
3874360 Intra Tran to 4360	8,000	8,000	8,000.00		100.00
* TRANSFERS - OTHER	<b>77,516-</b>	<b>77,516-</b>	<b>77,516.00-</b>		<b>100.00</b>
** Revenue Items	<b>1,450,182-</b>	<b>1,560,867-</b>	<b>1,432,735.12-</b>	<b>128,131.88-</b>	<b>91.79</b>

**Exhibit "B"**

**Habitat 2013 Revenue and Expense**

<b>Commitment Items</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>Available Budget</b>	<b>% Usage</b>
** COMPENSATION AND BENEFITS	207,875	207,875	166,876.34	2,687.89	98.71
** OPERATING EXPENSES	1,004,642	1,127,808	823,250.01	304,557.99	73.00
** CAPITAL OUTLAY	3,000	6,000		6,000.00	
** DEBT SERVICE					
** Re-sale Items	50,000	50,000	27,804.82	16,794.15	66.41
** RESERVES	87,591	87,591		87,591.00	
*** Expenditure Items	<b>1,353,108</b>	<b>1,479,274</b>	<b>1,017,931.17</b>	<b>416,186.61</b>	<b>71.87</b>
3315024 Hurricane Jeanne					
3345024 Hurricane Jeanne					
* INTERGOVERNMENTAL REVENUE					
3472301 Green Fees	557,356	557,356	474,658.55	82,697.45	85.16
3472302 Electric & Pull Cr	482,497	482,497	402,285.20	80,211.80	83.38
3472303 Restaurant-Lounge	16,409	16,409	11,137.99	5,271.01	67.88
3472304 Pro Shop	49,160	49,160	44,132.64	5,027.36	89.77
3472306 Handicap	676	676	900.00	224.00	133.14
3472307 Driving Range	39,855	39,855	27,473.00	12,382.00	68.93
3472308 Misc Non Tax ltm G	574	574	2,166.43	2,740.43	377.43
3472309 Annl Fees Disc Crd	74,953	74,953	50,770.00	24,183.00	67.74
3472311 Golf Instruction	117	117	110.00	7.00	94.02
* CHARGES FOR SERVICE	<b>1,221,597</b>	<b>1,221,597</b>	<b>1,009,300.95</b>	<b>212,296.05</b>	<b>82.62</b>
3612000 Int Earn Consd Inv	2,105	2,105	2,920.45	815.45	138.74
3699000 OTHER MISC REVENUE			9,405.03	9,405.03	
3699001 Sales Tax Receipts			56.67	56.67	
* MISCELLANEOUS REVENUE	<b>2,105</b>	<b>2,105</b>	<b>12,382.15</b>	<b>10,277.15</b>	<b>588.23</b>
3021000 LESS 5 PERCENT	61,185	61,185		61,185.00	
* STATUTORY REDUCTION (LESS 5	<b>61,185</b>	<b>61,185</b>		<b>61,185.00</b>	
3013000 BALANCE FORWARD	279,396	405,562	405,562.00		100.00
* BALANCE FORWARD	<b>279,396</b>	<b>405,562</b>	<b>405,562.00</b>		<b>100.00</b>
3874363 Intra Tran to 4363	88,805	88,805	12,754.82	76,050.18	14.36
* TRANSFERS - OTHER	<b>88,805</b>	<b>88,805</b>	<b>12,754.82</b>	<b>76,050.18</b>	<b>14.36</b>
** Revenue Items	<b>1,353,108</b>	<b>1,479,274</b>	<b>1,414,490.28</b>	<b>64,783.72</b>	<b>95.62</b>

Exhibit "B"

Habitat 2014 Revenue and Expense

Commitment Items	Adopted Budget	Current Budget	Actuals	Available Budget	% Usage
** COMPENSATION AND BENEFITS	187,888	191,207	157,475.98	4,006.34	97.90
** OPERATING EXPENSES	1,041,655	1,163,628	768,516.46	385,353.95	66.88
** CAPITAL OUTLAY	3,000	3,000		3,000.00	
** Insurance Claims	50,000	50,000	193.75	193.75-	
** Re-sale Items	87,591	87,591	34,856.80	13,998.08	72.00
** RESERVES				87,591.00	
*** Expenditure Items	<b>1,370,134</b>	<b>1,495,426</b>	<b>961,042.99</b>	<b>493,755.62</b>	<b>66.98</b>
3472301 Green Fees	534,252-	534,252-	457,045.43-	77,206.57-	85.55
3472302 Electric & Pull Cr	460,102-	460,102-	380,241.32-	79,860.68-	82.64
3472303 Restaurant-Lounge	14,533-	14,533-	8,340.20-	6,192.80-	57.39
3472304 Pro Shop	46,597-	46,597-	45,689.12-	907.88-	98.05
3472306 Handicap	877-	877-	870.00-	7.00-	99.20
3472307 Driving Range	34,631-	34,631-	27,168.00-	7,463.00-	78.45
3472308 Misc Non Tax Itm G	76-	76-	660.00-	584.00	868.42
3472309 Annl Fees Disc Crd	59,460-	59,460-	50,670.00-	8,790.00-	85.22
3472311 Golf Instruction	139-	139-	50.50-	88.50-	36.33
* CHARGES FOR SERVICE	<b>1,150,667-</b>	<b>1,150,667-</b>	<b>970,734.57-</b>	<b>179,932.43-</b>	<b>84.36</b>
3612000 Int Earn Consd Inv	2,105-	2,105-	2,833.66-	728.66	134.62
3699001 Sales Tax Receipts			35.89-	35.89	
* MISCELLANEOUS REVENUE	<b>2,105-</b>	<b>2,105-</b>	<b>2,869.55-</b>	<b>764.55</b>	<b>136.32</b>
3021000 LESS 5 PERCENT	57,638	57,638		57,638.00	
* STATUTORY REDUCTION (LESS 5	<b>57,638</b>	<b>57,638</b>		<b>57,638.00</b>	
3013000 BALANCE FORWARD	275,000-	400,292-	400,292.00-		100.00
* BALANCE FORWARD	<b>275,000-</b>	<b>400,292-</b>	<b>400,292.00-</b>		<b>100.00</b>
3874360 Intra Tran to 4360			52,175.27-	52,175.27-	
* TRANSFERS - OTHER			<b>52,175.27</b>	<b>52,175.27-</b>	
** Revenue Items	<b>1,370,134-</b>	<b>1,495,426-</b>	<b>1,321,720.85-</b>	<b>173,705.15-</b>	<b>88.38</b>

**Exhibit "B"**

**Spessard Holland 2010 Revenue and Expense**

<b>Commitment Items</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>Available Budget</b>	<b>% Usage</b>
** COMPENSATION AND BENEFITS	325,901	325,901	266,050.00	59,851.00	81.64
** OPERATING EXPENSES	958,970	940,970	729,932.63	211,037.37	77.57
** CAPITAL OUTLAY					
** DEBT SERVICE					
** Re-sale Items	40,000	40,000	21,242.25	17,757.75	55.61
*** <b>Expenditure Items</b>	<b>1,324,871</b>	<b>1,306,871</b>	<b>1,017,224.88</b>	<b>289,646.12</b>	<b>77.84</b>
3315024 Hurricane Jeanne			28,338.84	28,338.84	
3315030 Trop Storm Fay (Fe			1,497.11	1,497.11	
3345024 Hurricane Jeanne			1,574.38	1,574.38	
3345030 Trop Strm Fay (Sta			249.52	249.52	
* <b>INTERGOVERNMENTAL REVENUE</b>			<b>28,166.59</b>	<b>28,166.59</b>	
3472301 Green Fees	584,615	584,615	462,666.57	121,948.43	79.14
3472302 Electric & Pull Cr	364,757	364,757	357,577.50	7,179.50	98.03
3472303 Restaurant-Lounge	17,000	17,000	11,849.81	5,150.19	69.70
3472304 Pro Shop	54,000	54,000	37,759.77	16,240.23	69.93
3472306 Handicap	750	750	945.00	195.00	126.00
3472307 Driving Range	7,520	7,520	5,999.08	1,520.92	79.78
3472308 Misc Non Tax ltm G	148,203	148,203	106,949.68	103.50	
3472309 Annl Fees Disc Crd	1,600	1,600	106,949.68	41,253.32	72.16
3472311 Golf Instruction	1,600	1,600	101.00	1,499.00	6.31
* <b>CHARGES FOR SERVICE</b>	<b>1,178,445</b>	<b>1,178,445</b>	<b>983,951.91</b>	<b>194,493.09</b>	<b>83.50</b>
3612000 Int Earn Consd Inv	3,000	3,000	25,569.47	22,569.47	852.32
3644100 Sale of Sur City Fu			111.00	111.00	
3699000 <b>OTHER MISC REVENUE</b>			255.90	255.90	
3699001 Sales Tax Receipts			2.99	2.99	
* <b>MISCELLANEOUS REVENUE</b>			<b>25,933.38</b>	<b>22,933.38</b>	<b>864.45</b>
3013000 <b>BALANCE FORWARD</b>	30,000	264,132	264,132.00		100.00
* <b>BALANCE FORWARD</b>	30,000	264,132	264,132.00		100.00
3810001 Transfer From 0001	113,426	113,426	113,426.00		100.00
* <b>TRANSFERS - GENERAL FUND</b>	113,426	113,426	113,426.00		100.00
3874360 Intra Tran to 4360		252,132	252,132.00		100.00
* <b>TRANSFERS - OTHER</b>		252,132	252,132.00		100.00
** <b>Revenue Items</b>	<b>1,324,871</b>	<b>1,306,871</b>	<b>1,163,477.88</b>	<b>143,393.12</b>	<b>89.03</b>

Exhibit "B"

Spessard Holland 2011 Revenue and Expense

Commitment Items	Adopted Budget	Current Budget	Actuals	Available Budget	% Usage
** COMPENSATION AND BENEFITS	244,343	244,343	182,728.98	61,614.02	74.78
** OPERATING EXPENSES	880,076	977,317	681,224.48	296,092.52	69.70
** DEBT SERVICE					
** Re-sale Items	40,000	40,000	20,256.69	19,743.31	50.64
** RESERVES	17,026	17,026		17,026.00	
*** Expenditure Items	<b>1,181,445</b>	<b>1,278,686</b>	<b>884,210.15</b>	<b>394,475.85</b>	<b>69.15</b>
3472301 Green Fees	584,615-	584,615-	525,039.95-	59,575.05-	89.81
3472302 Electric & Pull Cr	364,757-	364,757-	284,416.33-	80,340.67-	77.97
3472303 Restaurant-Lounge	17,000-	17,000-	10,869.13-	6,130.87-	63.94
3472304 Pro Shop	54,000-	54,000-	33,985.79-	20,014.21-	62.94
3472306 Handicap	750-	750-	765.00-	15.00	102.00
3472307 Driving Range	7,520-	7,520-	6,495.40-	1,024.60-	86.38
3472308 Misc Non Tax itm G			529.50-		
3472309 Annl Fees Disc Crd	148,203-	148,203-	104,173.75-	44,029.25-	70.29
3472311 Golf Instruction	1,600-	1,600-	244.50-	1,355.50-	15.28
* CHARGES FOR SERVICE	<b>1,178,445-</b>	<b>1,178,445-</b>	<b>966,519.35-</b>	<b>211,925.65-</b>	<b>82.02</b>
3612000 Int Earn Consd Inv	3,000-	3,000-	2,185.15-	814.85-	72.84
3699000 OTHER MISC REVENUE			23.16-	23.16	
3699001 Sales Tax Receipts			546.11-	546.11	
* MISCELLANEOUS REVENUE	<b>3,000-</b>	<b>3,000-</b>	<b>2,754.42-</b>	<b>245.58-</b>	<b>91.81</b>
3013000 BALANCE FORWARD		97,241-	97,241.00-		100.00
* BALANCE FORWARD		97,241-	97,241.00-		100.00
** Revenue Items	<b>1,181,445-</b>	<b>1,278,686-</b>	<b>1,066,514.77-</b>	<b>212,171.23-</b>	<b>83.41</b>

Exhibit "B"

Spessard Holland 2012 Revenue and Expense

Commitment Items	Adopted Budget	Current Budget	Actuals	Available Budget	% Usage
** COMPENSATION AND BENEFITS	227,477	227,477	170,892.88	9,521.02-	104.19
** OPERATING EXPENSES	883,454	922,704	683,533.23	239,170.77	74.08
** CAPITAL OUTLAY		27,000	19,540.01	7,459.99	72.37
** DEBT SERVICE					
** Re-sale Items	40,000	40,000	20,056.30	13,523.99	66.19
** RESERVES		67,752		67,752.00	
*** Expenditure Items	1,150,931	1,284,933	894,022.42	317,389.96	75.30
3472301 Green Fees	547,311-	547,311-	515,382.33-	31,928.67-	94.17
3472302 Electric & Pull Cr	392,842-	392,842-	266,998.16-	125,843.84-	67.97
3472303 Restaurant-Lounge	11,077-	11,077-	12,335.50-	1,258.50	111.36
3472304 Pro Shop	55,182-	55,182-	36,193.15-	18,988.85-	65.59
3472306 Handicap	957-	957-	945.00-	12.00-	98.75
3472307 Driving Range	6,200-	6,200-	6,803.38-	603.38	109.73
3472308 Misc Non Tax Itm G	1,963-	1,963-	7,111.65-	5,148.65	362.28
3472309 Annl Fees Disc Crd	115,789-	115,789-	98,842.65-	16,946.35-	85.36
3472311 Golf Instruction	106-	106-	447.50-	341.50	422.17
* CHARGES FOR SERVICE	1,131,427-	1,131,427-	945,059.32-	186,367.68-	83.53
3612000 Int Earn Consd Inv	3,500-	3,500-	5,569.58-	2,069.58	159.13
3644100 Sale of Sur City Fu			57.00-	57.00	
3699001 Sales Tax Receipts			53.97-	53.97	
* MISCELLANEOUS REVENUE	3,500-	3,500-	5,680.55-	2,180.55	162.30
3021000 LESS 5 PERCENT	56,746	56,746		56,746.00	
* STATUTORY REDUCTION (LESS 5	56,746	56,746		56,746.00	
3013000 BALANCE FORWARD	72,750-	206,752-	206,748.00-	56,746.00	100.00
* BALANCE FORWARD	72,750-	206,752-	206,748.00-	4.00-	100.00
** Revenue Items	1,150,931-	1,284,933-	1,157,487.87-	127,445.13-	90.08

Exhibit "B"

Spessard Holland 2013 Revenue and Expenses

Commitment Items	Adopted Budget	Current Budget	Actuals	Available Budget	% Usage
** COMPENSATION AND BENEFITS	214,569	214,569	162,609.08	3,481.75-	101.62
** OPERATING EXPENSES	846,608	914,532	632,491.50	282,040.50	69.16
** CAPITAL OUTLAY	3,000	3,000		3,000.00	
** DEBT SERVICE					
** Re-sale Items	40,000	40,000	33,617.69	2,132.71-	105.33
** RESERVES	136,752	136,752		136,752.00	
*** Expenditure Items	1,240,929	1,308,853	828,718.27	415,482.96	68.26
3315024 Hurricane Jeanne					
3345024 Hurricane Jeanne					
* INTERGOVERNMENTAL REVENUE					
3472301 Green Fees	544,579-	544,579-	539,243.35-	5,335.65-	99.02
3472302 Electric & Pull Cr	367,571-	367,571-	255,543.66-	112,027.34-	69.52
3472303 Restaurant-Lounge	13,188-	13,188-	12,858.40-	329.60-	97.50
3472304 Pro Shop	42,447-	42,447-	41,989.46-	457.54-	98.92
3472306 Handicap	947-	947-	780.00-	167.00-	82.37
3472307 Drawing Range	6,683-	6,683-	5,792.14-	890.86-	86.67
3472308 Misc Non Tax Itm G	705-	705-	1,289.00-	584.00	182.84
3472309 Annl Fees Disc Ord	124,803-	124,803-	100,240.14-	24,562.86-	80.32
3472311 Golf Instruction	121-	121-	409.50-	288.50	338.43
* CHARGES FOR SERVICE	1,101,044-	1,101,044-	958,145.65-	142,898.35-	87.02
3612000 Int Earn Consd Inv	2,300-	2,300-	3,750.82-	1,450.82	163.08
3644100 Sale of Sur Cty Fu			25.00	25.00	
3699000 OTHER MISC REVENUE	26,316-		12,169.89-	12,169.89	
3699001 Sales Tax Receipts			47.45-	47.45	
* MISCELLANEOUS REVENUE	28,616-	2,300-	15,993.16-	13,693.16-	695.35
3021000 LESS 5 PERCENT	56,483	55,167		55,167.00	
* STATUTORY REDUCTION (LESS 5	56,483	55,167		55,167.00	
3013000 BALANCE FORWARD	167,752-	260,676-	260,676.00-		100.00
* BALANCE FORWARD	167,752-	260,676-	260,676.00-		100.00
** Revenue Items	1,240,929-	1,308,853-	1,234,814.81-	74,038.19-	94.34

**Exhibit "B"**  
**Spessard Holland 2014 Revenue and Expense**

<b>Commitment Items</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>Available Budget</b>	<b>% Usage</b>
** COMPENSATION AND BENEFITS	242,165	246,355	145,512.59	85,106.96	65.45
** OPERATING EXPENSES	818,947	799,949	625,659.64	165,506.77	79.31
** CAPITAL OUTLAY	4,500	4,500		4,500.00	
** Insurance Claims			193.75-	193.75	
** Re-sale Items	40,000	40,000	34,432.23	939.62-	102.35
** RESERVES	47,947	47,947		47,947.00	
*** Expenditure Items	<b>1,153,559</b>	<b>1,138,751</b>	<b>805,410.71</b>	<b>302,314.86</b>	<b>73.45</b>
3315024 Hurricane Jeanne			196,423.99	196,423.99-	
3345024 Hurricane Jeanne			10,992.10	10,992.10-	
* INTERGOVERNMENTAL REVENUE			207,416.09	207,416.09-	
3472100 Prgrm Activity Fee					
3472301 Green Fees	527,400-	527,400-	477,614.06-	49,785.94-	90.56
3472302 Electric & Pull Cr	321,440-	321,440-	284,002.76-	37,437.24-	88.35
3472303 Restaurant-Lounge	12,300-	12,300-	9,678.56-	2,621.44-	78.69
3472304 Pro Shop	37,874-	37,874-	54,462.94-	16,588.94	143.80
3472306 Handicap	932-	932-	795.00-	137.00-	85.30
3472307 Driving Range	6,772-	6,772-	4,010.58-	2,761.42-	59.22
3472308 Misc Non Tax itm G	222-	222-	1,100.35-	878.35	495.65
3472309 Annl Fees Disc Crd	108,760-	108,760-	87,428.00-	21,332.00-	80.39
3472311 Golf Instruction	278-	278-	200.50-	77.50-	72.12
* CHARGES FOR SERVICE	<b>1,015,978-</b>	<b>1,015,978-</b>	<b>919,292.75-</b>	<b>96,685.25-</b>	<b>90.48</b>
3612000 Int Earn Consd Inv			3,873.95-	1,573.95	168.43
3644100 Sale of Sur City Fu	2,300-	2,300-	4.00-	4.00	
3699001 Sales Tax Receipts			30.72-	30.72	
* MISCELLANEOUS REVENUE	<b>2,300-</b>	<b>2,300-</b>	<b>3,908.67-</b>	<b>1,608.67-</b>	<b>169.94</b>
3021000 LESS 5 PERCENT	50,914	50,914		50,914.00	
* STATUTORY REDUCTION (LESS 5	<b>50,914</b>	<b>50,914</b>		<b>50,914.00</b>	
3013000 BALANCE FORWARD	275,000-	411,867-	411,867.00-		100.00
* BALANCE FORWARD	<b>275,000-</b>	<b>411,867-</b>	<b>411,867.00-</b>		<b>100.00</b>
3874360 Intra Tran to 4360			52,175.26	52,175.26-	
3874363 Intra Tran to 4363	88,805	240,480	221,387.83	19,092.17	92.06
* TRANSFERS - OTHER	<b>88,805</b>	<b>240,480</b>	<b>273,563.09</b>	<b>33,083.09-</b>	<b>113.76</b>
** Revenue Items	<b>1,153,559-</b>	<b>1,138,751-</b>	<b>854,089.24-</b>	<b>284,661.76-</b>	<b>75.00</b>

Exhibit "B"

Savannahs 2010 Revenue and Expense

Commitment Items	Adopted Budget	Current Budget	Actuals	Available Budget	% Usage
** COMPENSATION AND BENEFITS	332,083	313,786	247,808.49	65,977.51	78.97
** OPERATING EXPENSES	894,433	912,730	798,939.95	113,030.05	87.62
** CAPITAL OUTLAY		564,162		564,162.00	
** DEBT SERVICE					
** Re-sale Items	70,000	70,000	52,269.91	13,730.09	80.39
*** Expenditure Items	<b>1,296,516</b>	<b>1,860,678</b>	<b>1,099,018.35</b>	<b>756,899.65</b>	<b>59.07</b>
3472301 Green Fees	463,020-	463,020-	350,870.25-	112,149.75-	75.78
3472302 Electric & Pull Cr	447,522-	447,522-	410,723.08-	36,798.92-	91.78
3472303 Restaurant-Lounge	12,501-	12,501-	7,991.99-	4,509.01-	63.93
3472304 Pro Shop	84,000-	84,000-	83,713.48-	286.52-	99.66
3472306 Handicap	750-	750-	730.00-	20.00-	97.33
3472307 Driving Range	30,496-	30,496-	24,611.61-	5,884.39-	80.70
3472308 Misc Non Tax Itm G			702.07-		
3472309 Annl Fees Disc Crd	77,027-	77,027-	45,776.25-	31,250.75-	59.43
3472311 Golf Instruction	5,000-	5,000-	879.03-	4,120.97-	17.58
* CHARGES FOR SERVICE	<b>1,120,316-</b>	<b>1,120,316-</b>	<b>925,997.76-</b>	<b>194,318.24-</b>	<b>82.66</b>
3612000 Int Earn Consd Inv	10,000-	10,000-	1,304.37-	8,695.63-	13.04
3644100 Sale of Sur Cty Fu			50.00-	50.00	
3699000 OTHER MISC REVENUE			805.77-	805.77	
3699001 Sales Tax Receipts			50.75	50.75-	
* MISCELLANEOUS REVENUE	<b>10,000-</b>	<b>10,000-</b>	<b>2,109.39-</b>	<b>7,890.61-</b>	<b>21.09</b>
3013000 BALANCE FORWARD		65,988-	65,988.00-		100.00
* BALANCE FORWARD		65,988-	65,988.00-		100.00
3810001 Transfer From 0001	166,200-	166,200-	166,200.00-		100.00
* TRANSFERS - GENERAL FUND	<b>166,200-</b>	<b>166,200-</b>	<b>166,200.00-</b>		<b>100.00</b>
3864320 Intra Tran Fr 4320		252,132-	252,132.00-		100.00
3864340 Intra Tran Fr 4340		246,042-	246,042.00-		100.00
* TRANSFERS - OTHER		<b>498,174-</b>	<b>498,174.00-</b>		<b>100.00</b>
** Revenue Items	<b>1,296,516-</b>	<b>1,860,678-</b>	<b>1,658,469.15-</b>	<b>202,208.85-</b>	<b>89.13</b>

**Exhibit "B"**

**Savannahs 2011 Revenue and Expense**

<b>Commitment Items</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>Available Budget</b>	<b>% Usage</b>
** COMPENSATION AND BENEFITS	256,743	256,743	192,470.80	64,272.20	74.97
** OPERATING EXPENSES	1,199,171	1,427,881	753,402.19	674,478.81	52.76
** CAPITAL OUTLAY					
** DEBT SERVICE					
** Re-sale Items	70,000	70,000	45,545.23	24,454.77	65.06
*** Expenditure Items	<b>1,525,914</b>	<b>1,754,624</b>	<b>991,418.22</b>	<b>763,205.78</b>	<b>56.50</b>
3472301 Green Fees	463,020-	463,020-	344,556.62-	118,463.38-	74.42
3472302 Electric & Pull Cr	447,522-	447,522-	364,802.22-	82,719.78-	81.52
3472303 Restaurant-Lounge	12,501-	12,501-	5,479.72-	7,021.28-	43.83
3472304 Pro Shop	84,000-	84,000-	75,821.46-	8,178.54-	90.26
3472306 Handicap	750-	750-	960.00-	210.00	128.00
3472307 Driving Range	30,496-	30,496-	22,767.00-	7,729.00-	74.66
3472308 Misc Non Tax Itm G	77,027-	77,027-	1,411.75-	1,411.75	
3472309 Annl Fees Disc Crd	5,000-	5,000-	41,581.12-	35,445.88-	53.98
3472311 Golf Instruction			597.68-	4,402.32-	11.95
* CHARGES FOR SERVICE	<b>1,120,316-</b>	<b>1,120,316-</b>	<b>857,977.57-</b>	<b>262,338.43-</b>	<b>76.58</b>
3612000 Int Earn Consd Inv	10,000-	10,000-	4,935.61-	5,064.39-	49.36
3644100 Sale of Sur City Fu			538.00-	538.00	
3699000 OTHER MISC REVENUE			46.86-	46.86	
3699001 Sales Tax Receipts			115.50-	115.50	
* MISCELLANEOUS REVENUE	<b>10,000-</b>	<b>10,000-</b>	<b>5,635.97-</b>	<b>4,364.03-</b>	<b>56.36</b>
3013000 BALANCE FORWARD	300,000-	528,710-	528,710.00-		100.00
* BALANCE FORWARD	<b>300,000-</b>	<b>528,710-</b>	<b>528,710.00-</b>		<b>100.00</b>
3864363 Intra Tran Fr 4363	95,598-	95,598-	95,598.00-		100.00
* TRANSFERS - OTHER	<b>95,598-</b>	<b>95,598-</b>	<b>95,598.00-</b>		<b>100.00</b>
*** Revenue Items	<b>1,525,914</b>	<b>1,754,624</b>	<b>1,487,921.54</b>	<b>266,702.46</b>	<b>84.80</b>

**Exhibit "B"**

**Savannahs 2012 Revenue and Expense**

<b>Commitment Items</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>Available Budget</b>	<b>% Usage</b>
** COMPENSATION AND BENEFITS	252,432	252,432	187,341.77	18,613.03	92.63
** OPERATING EXPENSES	912,890	970,890	745,410.74	225,479.26	76.78
** CAPITAL OUTLAY	400,000	344,337		344,337.00	
** DEBT SERVICE					
** Re-sale Items	60,000	60,000	46,946.82	5,871.30	90.21
*** Expenditure Items	<b>1,625,322</b>	<b>1,627,659</b>	<b>979,699.33</b>	<b>591,748.89</b>	<b>63.64</b>
3472301 Green Fees	415,700-	415,700-	329,756.14-	85,943.86-	79.33
3472302 Electric & Pull Cr	433,452-	433,452-	337,076.59-	96,375.41-	77.77
3472303 Restaurant-Lounge	12,632-	12,632-	12,837.19-	205.19	101.62
3472304 Pro Shop	94,737-	94,737-	73,066.64-	21,670.36-	77.13
3472306 Handicap	940-	940-	1,110.00-	170.00	118.09
3472307 Driving Range	27,136-	27,136-	25,721.00-	1,415.00-	94.79
3472308 Misc Non Tax Itm G	3,071-	3,071-	841.96-	2,229.04-	27.42
3472309 Annl Fees Disc Crd	63,726-	63,726-	38,688.36-	25,037.64-	60.71
3472311 Golf Instruction	925-	925-	759.63-	165.37-	82.12
* CHARGES FOR SERVICE	<b>1,052,319-</b>	<b>1,052,319-</b>	<b>819,857.51-</b>	<b>232,461.49-</b>	<b>77.91</b>
3612000 Int Earn Consd Inv	6,626-	6,626-	3,453.71-	3,172.29-	52.12
3644000 SALE OF SURPLUS EQ			1,555.20-	1,555.20	
3644100 Sale of Sur Cty Fu			2.00-	2.00	
3699000 OTHER MISC REVENUE			1,000.00-	1,000.00	
3699001 Sales Tax Receipts			432.63-	432.63	
* MISCELLANEOUS REVENUE	<b>6,626-</b>	<b>6,626-</b>	<b>6,443.54-</b>	<b>182.46-</b>	<b>97.25</b>
3021000 LESS 5 PERCENT	52,947	52,947		52,947.00	
* STATUTORY REDUCTION (LESS 5	<b>52,947</b>	<b>52,947</b>		<b>52,947.00</b>	
3013000 BALANCE FORWARD	495,000-	497,337-	497,337.00-		100.00
* BALANCE FORWARD	<b>495,000-</b>	<b>497,337-</b>	<b>497,337.00-</b>		<b>100.00</b>
3864340 Intra Tran Fr 4340	8,000-	8,000-	8,000.00-		100.00
3864363 Intra Tran Fr 4363	116,324-	116,324-	116,324.00-		100.00
* TRANSFERS - OTHER	<b>124,324-</b>	<b>124,324-</b>	<b>124,324.00-</b>		<b>100.00</b>
** Revenue Items	<b>1,625,322-</b>	<b>1,627,659-</b>	<b>1,447,962.05-</b>	<b>179,696.95-</b>	<b>88.96</b>

Exhibit "B"

Savannahs 2013 Revenue and Expense

Commitment Items	Adopted Budget	Current Budget	Actuals	Available Budget	% Usage
** COMPENSATION AND BENEFITS	242,204	242,204	180,754.30	15,387.91	93.65
** OPERATING EXPENSES	787,879	859,083	695,413.66	163,669.34	80.95
** DEBT SERVICE					
** TRANSFERS	271,493	271,493	271,493.00		100.00
** Re-sale Items	45,000	45,000	41,012.24	1,075.01	97.61
*** Expenditure Items	<b>1,346,576</b>	<b>1,417,780</b>	<b>1,188,673.20</b>	<b>179,337.38</b>	<b>87.35</b>
3472301 Green Fees	393,722	393,722	305,157.44	88,564.56	77.51
3472302 Electric & Pull Cr	422,354	422,354	325,446.98	96,907.02	77.06
3472303 Restaurant-Lounge	12,632	12,632	9,633.36	2,998.64	76.26
3472304 Pro Shop	87,682	87,682	69,791.88	17,890.12	79.60
3472306 Handicap	908	908	795.00	113.00	87.56
3472307 Driving Range	25,242	25,242	25,366.34	124.34	100.49
3472308 Misc Non Tax Itm G	1,588	1,588	4,123.87	2,535.87	259.69
3472309 Annl Fees Disc Crd	46,554	46,554	30,004.88	16,549.12	64.45
3472311 Golf Instruction	518	518	872.64	354.64	168.46
* CHARGES FOR SERVICE	991,200	991,200	771,192.39	220,007.61	77.80
3612000 Int Earn Consd Inv	5,196	5,196	1,583.42	3,612.58	30.47
3644100 Sale of Sur Cty Fu			91.00	91.00	
3699000 OTHER MISC REVENUE			19,741.87	19,741.87	
3699001 Sales Tax Receipts			50.25	50.25	
* MISCELLANEOUS REVENUE	5,196	5,196	21,466.54	16,270.54	413.14
3021000 LESS 5 PERCENT	49,820	49,820		49,820.00	
* STATUTORY REDUCTION (LESS 5	49,820	49,820		49,820.00	
3013000 BALANCE FORWARD	400,000	471,204	471,204.00	49,820.00	100.00
* BALANCE FORWARD	400,000	471,204	471,204.00		100.00
** Revenue Items	<b>1,346,576</b>	<b>1,417,780</b>	<b>1,263,862.93</b>	<b>153,917.07</b>	<b>89.14</b>

**Exhibit "B"**

**Savannahs 2014 Revenue and Expense**

<b>Commitment Items</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>Available Budget</b>	<b>% Usage</b>
** COMPENSATION AND BENEFITS	186,181	189,475	155,035.13	16,036.70	91.54
** OPERATING EXPENSES	715,399	712,009	640,101.77	65,388.85	90.82
** CAPITAL OUTLAY					
** DEBT SERVICE			1,208.23	1,208.23-	
** Re-sale Items	45,000	45,000	39,574.25	1,939.79-	104.31
*** Expenditure Items	<b>946,580</b>	<b>946,484</b>	<b>835,919.38</b>	<b>78,277.53</b>	<b>91.73</b>
3472301 Green Fees	359,714-	359,714-	251,984.78-	107,729.22-	70.05
3472302 Electric & Pull Cr	390,386-	390,386-	281,789.28-	108,596.72-	72.18
3472303 Restaurant-Lounge	9,232-	9,232-	7,119.59-	2,112.41-	77.12
3472304 Pro Shop	81,615-	81,615-	55,961.34-	25,653.66-	68.57
3472306 Handicap	982-	982-	615.00-	367.00-	62.63
3472307 Driving Range	25,649-	25,649-	25,262.00-	387.00-	98.49
3472308 Misc Non Tax ltm G	1,037-	1,037-	1,240.00-	203.00	119.58
3472309 Annl Fees Disc Crd	44,226-	44,226-	26,182.16-	18,043.84-	59.20
3472311 Golf Instruction	784-	784-	568.45-	215.55-	72.51
* CHARGES FOR SERVICE	913,625-	913,625-	650,722.60-	262,902.40-	71.22
3612000 Int Earn Consd Inv	5,196-	5,196-	29.41-	5,166.59-	0.57
3620050 Rent-City Complexes			300.00-	300.00	
3644100 Sale of Sur Cty Fu			352.35-	352.35	
3699000 OTHER MISC REVENUE			97.92-	97.92	
3699001 Sales Tax Receipts			63.31-	63.31	
* MISCELLANEOUS REVENUE	5,196-	5,196-	842.99-	4,353.01-	16.22
3021000 LESS 5 PERCENT	45,941	45,941		45,941.00	
* STATUTORY REDUCTION (LESS 5	45,941	45,941		45,941.00	
3013000 BALANCE FORWARD	73,700-	73,604-	73,604.00-		100.00
* BALANCE FORWARD	73,700-	73,604-	73,604.00-		100.00
3864320 Intra Tran Fr 4320			52,175.26-	52,175.26	
3864340 Intra Tran Fr 4340			52,175.27-	52,175.27	
* TRANSFERS - OTHER			104,350.53-	104,350.53	
** Revenue Items	<b>946,580-</b>	<b>946,484-</b>	<b>829,520.12-</b>	<b>116,963.88-</b>	<b>87.64</b>

## EXHIBIT "C"

### ADMINISTRATIVE ORDER

<b>TITLE:</b>	<b>Background Investigation Checks</b>	<b>NUMBER:</b>	AO - 26
		<b>CANCELS:</b>	August 4 2010
		<b>APPROVED:</b>	April 24, 2012
		<b>ORIGINATOR:</b>	Human Resources
		<b>REVIEW:</b>	April 24, 2015

#### I. PURPOSE AND SCOPE

To establish a consistent, county-wide procedure for conducting background investigation checks.

#### II. DEFINITIONS AND REFERENCES

- A. Applicant – An external applicant or volunteer being considered for a position or a current employee being considered for a position with a higher security level as the result of a promotion, transfer or demotion.
- B. At-Risk Population – Children, elderly, disabled, and those whom can not defend themselves. Example of settings in which individuals come into contact with at-risk populations include, but are not limited to:
- Daycare: senior citizen centers and community day programs for children.
  - Group Home: placements for children under the care of the State as a result of abuse or neglect or as a consequence of delinquency.
  - Program activities involving children on school property.
  - Shelters: homeless, domestic violence or special needs emergency shelters.
  - Youth development programs.
  - Volunteer programs for the elderly or individuals with disabilities; such as, Meals on Wheels or other community/volunteer programs.
  - Library areas/programs designated for children.
  - Park areas/programs designated for children.
- C. Background Investigation Handbook – a handbook with detailed information about how to complete and interpret the background checks.
- D. Background Checklist – a form used to track the results of the background checks performed by the Department/Office.

## AO-26: Background Investigation Checks

- E. Conviction – defined as a law violation where there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

NOTE: A "yes" answer to the question of law violation on the application will not automatically bar the applicant from employment. The nature, job-relatedness, severity and date of the offense in relation to the position for which they are applying will be considered.

- F. Recertification – Frequency which each Department/Office reinvestigates each employee's or volunteer's criminal history.

G. **SECURITY LEVELS:**

**High Level (Level I)** – Applies to an employee or volunteer who has unsupervised access and/or contact with individuals identified as being in the at-risk population.

**Moderate Level (Level II)** – Applies to an employee or volunteer who has supervised access and/or contact with individuals identified as being in the at-risk population.

**Low Level (Level III)** – All other employees or volunteers who do not fit into the High or Moderate security levels.

- H. VECHS – an acronym for the Volunteer & Employee Criminal History System at the Florida Department of Law Enforcement (FDLE). The VECHS program agreement allows Brevard County to submit state and national checks for employees and volunteers, as needed.
- I. F.S. 112.011 – Felon; removal of disqualifications for employment, exceptions.
- J. F.S. 943.04351 – Search of registration information regarding sexual predators and sexual offenders required prior to appointment or employment.

### III. RESPONSIBILITIES

- A. Each Department/Office Director shall establish a background investigation check procedure which ensures that the guidelines in this Administrative Order are met.
- B. Each Department/Office will utilize the guidelines in this Administrative Order or will adhere to statutory/contractual requirements, whichever is more stringent.

## AO-26: Background Investigation Checks

- C. Each Department/Office shall be responsible for verifying that each applicant meets the requirements for the job, including educational and/or licensing verification, driver's license check.
- D. Each Department/Office shall be responsible for checking and documenting a total of three (3) of the applicant's employment and/or personal references. Document if the applicant has insufficient work history (i.e.; a student with no experience or someone returning to the workforce after a long absence) or is a volunteer. Due diligence must be used in obtaining these references, but if no response is received, documentation should be made of what efforts were made. Reference checks are not mandatory for those temporary employees hired on a seasonal basis.

The Background Investigation Handbook has detailed instructions and reference forms to be used in checking these references.

- E. Each Department/Office shall perform the required minimum criminal background investigation checks at the appropriate security level for applicants under final consideration and document the results on the Background Checklist, which shall be provided to the Office of Human Resources with the background documents.

### 1. High-Level Security Check (Level I):

- Fingerprints - submit fingerprints to FDLE under the VECHS agreement using digital fingerprint machine or using the fingerprint card provided for FDLE and National FBI criminal investigation check.
- Brevard County Clerk E-Facts – [www.brevardclerk.us](http://www.brevardclerk.us).

### 2. Moderate-Level Security Check (Level II):

- FDLE – <https://web.fdle.state.fl.us/search/app/default>
- Brevard County Clerk E-Facts – [www.brevardclerk.us](http://www.brevardclerk.us).
- National Sex Offender Public Website - [www.nsopw.gov](http://www.nsopw.gov)
- Out-of-State criminal checks based on past seven (7) years address history (on-line checks may be done, if available), or alternatively a national background check.

### 3. Low-Level Security Check (Level III):

- Brevard County Clerk E-Facts – [www.brevardclerk.us](http://www.brevardclerk.us).
- National Sex Offender Public Website - [www.nsopw.gov](http://www.nsopw.gov)
- Florida Department of Corrections – [www.dc.state.fl.us](http://www.dc.state.fl.us).
- Out-of-Area criminal checks based on past two (2) years address history (on-line checks may be done, if available).

## **AO-26: Background Investigation Checks**

- F. Applicants under final consideration for positions classified as high security level shall be subject to the following guidelines for criminal background checks.

Consistent with F.S. 112.011, a person shall not be disqualified from employment by the County solely because of a prior conviction for a crime. However, a person may be denied employment by the County by reason of the prior conviction for a crime if the crime was a felony or first degree misdemeanor and directly related to the position of employment sought.

1. **A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to any high level security position, irregardless of when it occurred, and will disqualify an applicant from further consideration:**

- Child Abuse, Neglect or Abandonment
- Extortion
- Extreme Violence (Aggravated Assault/Aggravated Battery, Murder, Attempted Murder, Vehicular Homicide)
- False Imprisonment
- Hate Crime
- Indecent Exposure if Sexual in Nature
- Kidnapping
- Manslaughter
- Child Pornography
- Illegal Possession of Guns or Weapons
- Robbery
- Sale of Controlled Substance
- Sexual Offense (Lewd and Lascivious – Sexual Battery)
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

2. **A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to a high security level position if it occurred within five (5) years of the date of the background check, and will disqualify an applicant from further consideration:**

- Battery/Assault
- Domestic Violence
- Misdemeanor Drug and/or Paraphernalia
- Resisting Arrest with Violence
- Sale of Alcohol or Tobacco to a Minor
- Contributing to the Delinquency of a Minor

## AO-26: Background Investigation Checks

- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

**A prior conviction of one of the above criminal offenses, if a felony or first degree misdemeanor, that occurred beyond five (5) years of the date of the background check, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and the applicant is disqualified from further consideration.**

- 3. A prior conviction for any of the following criminal offenses, if a felony or a first degree misdemeanor, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and if the applicant is disqualified from further consideration:**

- Disorderly Conduct/Trespassing
- Driving While Under the Influence (DUI), one incident only (more than one must show proof of rehabilitation)
- Petty Theft
- Worthless Checks
- Other Crimes
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

- G. When determining whether a prior criminal conviction for any of the criminal offenses listed in Section F above are directly related to a high, moderate or low level security position, an appointing authority shall take the following factors into consideration:**

- The classification of the crime as a felony or first degree misdemeanor.
- The relationship between the incident and the type of employment or service that the applicant will provide.
- The nature, severity, number, and consequences of the incidents disclosed.
- The amount of time elapsed since the incident(s) occurred.
- The applicant's efforts and success at rehabilitation.
- The age of the applicant at the time of the incident.

**If there is any question about whether the criminal offense is directly related to the position, contact the County Attorney's Office.**

- H. After the background investigation checks are satisfactorily completed, the Department/Office can initiate the request for the applicant to be hired to a paid position or coordinate a start date for a volunteer placement.**

**AO-26: Background Investigation Checks**

IV. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.

 4/24/12

Howard Tipton  
County Manager  
Brevard County, Florida

## EXHIBIT "D"

### AGREEMENT

THIS AGREEMENT is made and entered into this 4 day of ~~November~~ 2010, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County," and INTERNATIONAL GOLF MAINTENANCE, INC., a Florida corporation, hereinafter referred to as the "Contractor".

#### WITNESSETH:

WHEREAS, the County has established The Savannahs, Spessard Holland, and The Habitat Golf Courses in the provision of recreation and recreational facilities for the County; and

WHEREAS, the County proposes to contract to have a qualified corporation provide certain services relating to golf course maintenance for The Savannahs, Spessard Holland, & The Habitat Golf Courses, located in Merritt Island, Melbourne Beach, & Valkaria, Florida; and

WHEREAS, the Contractor desires to provide such services in accordance with this Agreement, and has represented to Brevard County that it is qualified to perform such services in accordance with the terms and conditions as set forth herein; and

WHEREAS, the County has competitively procured the services of the Contractor to provide golf course maintenance services as specified in RFP # P-2-10-22.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the County and Contractor hereby agree as follows:

#### SECTION 1. SCOPE OF SERVICES.

The Contractor shall perform golf course maintenance services to the County at The Habitat Golf Course, 3591 Fairgreen Street, Valkaria, FL 32950, Spessard Holland Golf Course, 2374 Oak Street, Melbourne Beach, FL 32951, and The Savannahs Golf Course, 3915 Savannahs Trail, Merritt Island, FL 32953, hereinafter referred to as the "facilities", as described in Attachment "A", attached hereto. The Contractor shall exclusively determine the means, details, timing, and method of performing the services, provided Contractor's performance of the services is undertaken in a satisfactory and workmanlike manner, and is carried out in accordance with Attachment "B", hereinafter referred to as "Scope of Services", attached hereto and made a part hereof by this reference. The Contractor agrees to provide any other services or work that may, from time to time, be assigned to the Contractor by the County pursuant to a Task Order or purchase order entered into under existing Brevard County procedures; provided, however, that Contractor shall not be required to perform additional services unless and until the Contractor and the County agree on the payment terms and amounts for such additional services, as set forth in Section 5 hereof.

**SECTION 2. EFFECTIVE CONTRACT DATE & TERM.**

The term of this Agreement shall become effective on November 21, 2010, and shall terminate on November 20, 2013. The County shall have the option to renew this Agreement for two (2) additional terms of twelve (12) months each based upon mutual agreement by the parties. The Contractor shall commence work only at the request of the County, and within thirty (30) calendar days of receipt of a written Notice to Proceed from the County. Any additional services requested by the County shall be completed in accordance with applicable written authorization provided by the County; provided, however, that Contractor shall not be required to perform such additional services unless and until the Contractor and the County agree on the payment terms and amounts for such additional services, as set forth in Section 5 hereof.

**SECTION 3. COMPENSATION.**

As consideration for providing services hereunder, the County shall pay the Contractor compensation for services rendered in accordance with the "Prices and Payment", Attachment "C", attached hereto and made a part hereof by this reference, together with applicable sales, service and use taxes on such amounts. The Contractor shall submit invoices to the County monthly for each of the three facilities. Each invoice shall be reviewed and upon verification of satisfactory completion of the services, the invoices shall be approved for payment. The County shall remit payment in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes section 218.70, et seq. The parties shall agree to the prices and payment for any additional tasks or services requested to be performed by the Contractor for the County, not delineated in this Agreement.

**SECTION 4. PERSONNEL AND ASSIGNMENT.**

The Contractor shall be responsible for recruiting, hiring, training, supervising, disciplining and discharging personnel deemed necessary by the Contractor, in order to perform all services contemplated by this Agreement. The Contractor shall employ qualified personnel and agrees all of Contractor's employees will be subject to a Level III Background Check, per Brevard County Administrative Order AO-26, Attachment "D", as may be amended from time to time, attached hereto and made a part hereof by reference.

The Contractor shall have the right to subcontract or assign portions of this Agreement to other contractors, persons and companies, in order to carry out the Scope of Services contemplated herein. However, the Contractor shall, at all times, remain liable for the proper performance and completion of all work and other services required herein, including supervision and administration of, and payment for, all such personnel, sub-contractors and companies. The Contractor shall not subcontract or assign any portion of services required under this Agreement without prior written approval of the County. This approval by the County shall not be unreasonably withheld.

**SECTION 5. ADDITIONAL SERVICES.**

The Contractor shall not be obligated to perform any additional services unless and until the Contractor and the County agree, in writing, upon the scope of such services and the payment to be made to

the Contractor for such services. In the event the Contractor performs additional services pursuant to such an agreement with the County, the Contractor shall be entitled to charge and collect the additional sums set forth in the parties' written agreement for such additional services, together with any sales, service, use or other taxes attributable to such sums. In the event the additional services are continuing in nature, in each succeeding year the charge for the additional services shall be added to the Prices and Payment set forth on Attachment "C".

#### SECTION 6. COUNTY ASSISTANCE.

The County shall assist the Contractor by making available, on a limited basis, such personnel having knowledge of the operation and maintenance of the golf courses as it relates to the work and personnel to inform the Contractor of past practices related to the operation and maintenance of the golf courses and to comment on the work of the Contractor, if requested by the Contractor. The County shall provide the Contractor with all available information pertinent to the work, including previous reports and documents and any data relevant to the work. The County shall also make its facilities accessible to the Contractor as required by the Scope of Services for the Contractor's performance of its services under the Agreement.

#### SECTION 7. INDEMNIFICATION.

Brevard County shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of or resulting from the Contractor's breach of its obligations under this Agreement, or the Contractor's negligent performance of the services for which the County is contracting hereunder, provided such claim is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees.

The Contractor agrees to indemnify the County and pay all costs, including the cost of the County's legal defense for attorneys as may be selected by the County and approved by the Contractor, for all claims described in the hold harmless clause herein, to the extent such claims are caused by the negligent or intentional act of the Contractor. The Contractor agrees it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County as a result of the Contractor's breach of its obligations under this Agreement, and that it will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. Such payments on behalf of the County shall be in addition to any and all of the legal remedies available to the County and shall not be considered to be the County's exclusive remedy. It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this hold harmless provision.

#### SECTION 8. INSURANCE.

The Contractor shall at all times during the term of this Agreement procure and maintain, at the Contractor's own expense and without cost or expense to the County, policies of insurance generally known

as comprehensive general liability policies insuring the Contractor against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management, or control of the facilities and any improvements thereon. The following types of insurance and the policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverages: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering the contract, and "X-C-U" hazards.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Worker's Compensation: Full and complete coverage required as required by State of Florida Law.

Employers Liability Insurance covering all persons conducting operations on the County's premises for a minimum of \$1,000,000 per occurrence.

The Contractor shall provide certificates of insurance, from insurers satisfactory to the County, demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Agreement. Upon request by the County, the General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured. All policies will be endorsed to the effect that they may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. It shall be the responsibility of the Contractor to ensure that any Sub-Contractors, he/she retains or hires, are maintaining adequate insurance coverage.

#### SECTION 9. TERMINATION FOR CONVENIENCE.

The County may, by thirty (30) days prior written notice to the Contractor, terminate this Agreement, in whole or part, for the County's convenience. If the termination is for the convenience of the County, the County shall not be obligated to pay for any services commenced after proposed date of termination unless the County specifically directs and advises otherwise in this notice. The Contractor may terminate this Agreement, without cause, after providing written notice to the County at least one-hundred twenty (120) days prior to the date this Agreement is proposed to be terminated.

#### SECTION 10. TERMINATION.

Either party may issue a written proposed notice of termination as a result of failure or refusal of the other party to fulfill its Agreement duties and obligations, and may terminate this Agreement or such part of this Agreement as to which there has been delay or failure to properly perform. Such termination is effective ninety (90) days upon the party's receipt of the notice of termination.

If the Contractor fails or refuses to perform this Agreement or part of this Agreement, the Contractor shall have fifteen (15) calendar days from the date of receipt of the proposed notice of termination from the County within which to correct such deficiencies described in said proposed notice. If the Contractor fails to correct such deficiencies to the satisfaction of the County within the above-stated time period, then the County may terminate the Agreement immediately by issuing written notice of termination and take over the work and ensure the work is performed itself or by separate Agreement or otherwise. In such case, the Contractor shall be liable to the County for reasonable additional costs actually incurred by the County thereby.

If, during any term or renewal period of this Agreement, the County has issued two (2) prior proposed notices of termination (the deficiencies under the first two (2) notices having been corrected by the Contractor), the County shall have the right to terminate the Agreement upon the third (3<sup>rd</sup>) instance of the Contractor's failure to fulfill its duties and obligations under this Agreement without giving the Contractor any period of time to correct the deficiency.

**SECTION 11. TERMINATION- PAYMENTS.**

In the event of termination pursuant to Section 9 and 10 above, the County is only responsible for payment for services commenced prior to the effective date of termination. The Contractor shall deliver all records, equipment, and materials to the County within twenty-four (24) hours of the date of termination. Upon termination of this Agreement, the Contractor shall have twenty-four (24) hours within which to remove its personal property from County property. Any personal property not removed within said period shall become the property of the County. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 12. GOVERNING LAW.**

The law of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related thereto.

**SECTION 13. VENUE.**

Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

**SECTION 14. WAIVER.**

The waiver by the County or the Contractor of any of the other party's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the other party under this Agreement, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

SECTION 15. INTEREST OF MEMBERS OF COUNTY AND OTHERS.

No officers, members, employees of the County, no member of its governing body, no other public official of the governing body of the locality or localities in which services for the facilities under this Agreement are to be carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this work, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 16. INTEREST OF THE CONTRACTOR.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict with its performance, or services required to be performed, under this Agreement. The Contractor further covenants that, in the performance of this Agreement, the Contractor shall employ no person having any such conflicting interest.

SECTION 17. COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this section, the County shall have the right, but not the duty, to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

SECTION 18. COURSE MAINTENANCE SCHEDULE.

The Contractor agrees to set an initial course maintenance schedule of its work per Attachment "E", attached hereto and made a part of hereto by reference, and submit that schedule for approval by the County no later than thirty (30) days after execution of this Agreement. Subsequent changes in schedule must be approved by the County prior to changes or as provided in Attachment "E".

SECTION 19. RECORDS AND AUDITS.

The Contractor agrees to maintain all books, documents, papers, records and accounts pertaining to work performed under this Agreement, including property, personnel, and financial records, in compliance with generally accepted accounting procedures. All records and materials made or received by the Contractor in conjunction with this Agreement and shall be available, upon request, for audit or inspection by an authorized representative of the County. The Contractor shall retain all books, documents, and records for a period of three (3) years from the date of final payment. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

**SECTION 20. EQUAL OPPORTUNITY EMPLOYMENT.**

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability, and will take affirmative steps to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers, recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**SECTION 21. PUBLIC ENTITY CRIMES.**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

**SECTION 22. EMPLOYMENT.**

The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without prior written consent from the County.

**SECTION 23. UNAUTHORIZED ALIEN WORKERS.**

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the Contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

**SECTION 24. INDEPENDENT CONTRACTOR.**

It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Contractor to the County is that of independent contractor. No statement contained in this Agreement shall be construed to define the Contractor or any of its agents or employees as an agent or employee of the County, or to allow the County to control the professional judgment of the Contractor in connection with the Contractor's performance of the services contemplated under this Agreement, or to exercise control or direction over the manner or method by which the Contractor performs its obligations

hereunder. The Contractor shall not be entitled to any of the rights, privileges or benefits of Brevard County agents or employees.

**SECTION 25. CLAIMS FOR SERVICES.**

Other than claims for charges incurred for authorized additional services, as contemplated by Section 5 hereof, the County shall not honor a claim for services rendered by Contractor not specifically provided for in this Agreement.

**SECTION 26. ENTIRE AGREEMENT.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

**SECTION 27. SEVERABILITY.**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SECTION 28. FORCE MAJEURE.**

The Contractor shall not be responsible for damages or delays in performance caused by acts of God, strikes, lockouts or other events constituting force majeure beyond the reasonable control of the Contractor.

**SECTION 29. MODIFICATIONS OR AMENDMENTS IN WRITING.**

No modification, amendment or alteration in the terms or conditions of this Agreement, together with any attachments or task assignments, shall be binding on the County unless it is reduced to a written document executed by both parties.

**SECTION 30. PERMITS, FEES, LICENSES.**

Permits, fees and licenses necessary for performance of work by the Contractor or any approved subcontractors or assignees pursuant to this Agreement will not be waived by the County, and the Contractor shall be responsible for obtaining, and shall pay for any such required permits, fees and licenses.

**SECTION 31. FEDERAL TAX ID NUMBER.**

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

**SECTION 32. COMPLIANCE WITH LAWS.**

The Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Agreement.

SECTION 33. ATTORNEY'S FEES.

Subject to any vendor rights arising under the Florida Local Government Prompt Payment Act, Florida Statutes section 218.70, et. seq., in the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

SECTION 34. CONSTRUCTION OF AGREEMENT.

The parties hereby acknowledge that they fully reviewed this Agreement and its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

SECTION 35. NOTICE.

All notices under this Agreement shall be in writing and shall be given by certified mail or hand delivery addressed to the parties at the following addresses:

FOR COUNTY

Parks & Recreation Director  
Brevard County Board of County Commissioners  
2725 Judge Fran Jamieson Way  
Bldg. B, Suite 203  
Viera, Florida 32940


FOR CONTRACTOR

Greg A. Plotner, Executive Vice President  
International Golf Maintenance  
8390 ChampionsGate Blvd #200  
ChampionsGate, Florida 33896

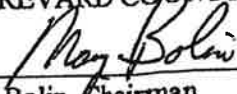
Either party shall have the right to change its address for notice purposes at anytime throughout the term hereof, by sending written notice of such change of address to the other party in accordance with the provisions hereof not less than ten (10) days prior to the effective date of such change.

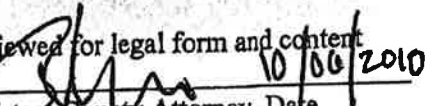
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By:   
\_\_\_\_\_  
Mary Bolin, Chairman

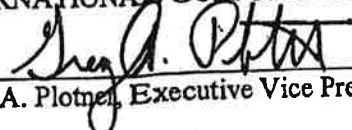
Reviewed for legal form and content  
  
\_\_\_\_\_  
Assistant County Attorney- Date 10/06/2010

As approved by the Board on: 07/07/2009

WITNESS:

  
\_\_\_\_\_  
Signature

INTERNATIONAL GOLF MAINTENANCE, INC.

By:   
\_\_\_\_\_  
Greg A. Plotner, Executive Vice President

Jennifer George, Admin Ast.  
\_\_\_\_\_  
Printed Name and Title

10-25-10  
\_\_\_\_\_  
Date

## **ATTACHMENT "A"**

### **LEGAL DESCRIPTIONS**

#### **THE SAVANNAHS LEGAL DESCRIPTION**

Tracts 3, 5, 6, and 7, of Section 1, Township 24 South, Range 36 East, as recorded in Plat Book 35, at Page 56/62, Public Records of Brevard County, Florida and comprising THE SAVANNAHS GOLF COURSE, Merritt Island, Florida.

And

Parcels 2, 6, 7, 750, 755 and 56 of Section 1, Township 24 South, Range 36 East, and Parcel 1 of Section 12, Township 24 South, Range 36 East, Merritt Island, Brevard County, Florida.  
Tracts and Parcels contain approximately 170 +/- acres.

#### **SPESSARD HOLLAND GOLF COURSE LEGAL DESCRIPTION**

A parcel of land in Section 17, Township 28 South, Range 38 East, Brevard County, Florida more particularly described as follows:

All of Government Lot 5 of said Section 17, lying southerly of the right of way of Oak Street (100' right of way) and westerly of the right of way of S.R. A1a (100' right of way) as presently located and excepting therefrom lands described in Plat Book 24, Page 63 of the Public Records of Brevard County, Florida.

Also

Government Lot 6 of said Section 17 lying westerly of the right of way of S.R. A1A (100' right of way) except the area encompassed by the Fire Department and the Substation.

#### **THE HABITAT LEGAL DESCRIPTION**

Part of Sections 17 and 18, Township 29 South, Range 38 East, Brevard County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Section 18, Township 29 South, Range 38 East, Brevard County, Florida; thence S 88° 43' 10" W along the south line of the Southeast ¼ of Section 18 a distance of 960.90 feet to the Southeast corner of Pomello Ranch, Unit Three, as recorded in Plat Book 28, Page 13, Public Records of Brevard County, Florida; thence N 0° 02' 57" East a distance of 40.00 feet; thence N 88° 43' 10"

East a distance of 140.00 feet; thence N 40° 17' 42" East a distance of 294.01 feet; thence N 0° 2' 57" East a distance of 215.00 feet; thence N 52° 32' 21" West a distance of 415.35 feet to the east line of aforesaid Pomello Ranch, Unit Three; thence N 0° 02' 57" East a distance of 255.09 feet to the Northeast corner of said plat of Pomello Ranch, Unit Three; thence S 88° 43' 10" West along the north line of Pomello Ranch, Unit Three and Pomello Ranch, Unit Two, for a distance of 1601.38 feet; thence N 0° 02' 30" East a distance of 330.00 feet; thence S 88° 43' 10" West a distance of 1115.44 feet to the easterly R/W line of Valkaria Road; thence N 30° 27' 26" East along said easterly R/W line a distance of 694.66 feet; thence East a distance of 4287.79 feet; thence S 42° 30' 00" East a distance of 900.00 feet; thence N 47° 30' 00" East a distance of 540.00 feet; thence N 8° 58' 06" East a distance of 849.11 feet; thence N 25° 56' 32" West a distance of 411.46 feet; thence North a distance of 280.00 feet; thence N 21° 04' 04" East a distance of 581.93 feet; thence S 89° 47' 56" East a distance of 525.00 feet to the east line of property described in O.R.B. 171, Page 493; thence S 0° 13' 56" East along said east line a distance of 2230.52 feet; thence S 0° 05' 27" East a distance of 1345.23 feet to the Southeast corner of the Southwest ¼ of aforesaid Section 17, Township 29 South, Range 38 East, thence N 89° 49' 54" West a distance of 2668.09 feet to the P.O.B. Contains 211.111 Acres more or less.

## ATTACHMENT "B"

### Scope of Services

#### 1. Location

- a. The Habitat Golf Course, 3591 Fairgreen Street, Valkaria, FL 32950
- b. The Savannahs Golf Course, 3915 Savannahs Trail, Merritt Island, FL 32953
- c. Spessard Holland Golf Course, 2374 Oak Street, Melbourne Beach, FL 32951

#### 2. Scope of Services

- a. The Contractor shall furnish all materials, supplies, and equipment to maintain the golf courses named above and other common areas to the highest quality of maintenance possible in accordance with the parameters contained herein.
- b. Areas of maintenance include but not limited to: Buildings, greens, tees, approaches, collars, fairways, roughs, golf cart paths, driving ranges, practice areas, lakes, water hazards, sand and grass bunkers, clubhouse and golf course grounds, along entrance roadways and right of ways. Included are the maintenance of turf, shrubs, plants, trees, and irrigation and pump stations.
- c. Supervision shall be maintained over the Contractor's working personnel at the golf courses seven (7) days a week. Maintenance activities shall be coordinated with the County's Golf Course Manager. The Contractor will make work assignments necessary to meet the direction provided by the County's Golf Course Manager, and shall make seasonal or other required adjustments without additional cost to the County. The Contractor shall ensure that its employees maintain a neat and orderly personal appearance in keeping with the County's image. All employees shall be neatly attired at all times in a manner that will reflect credit to both the Contractor and the County.
- d. The Contractor shall propose and execute corrective actions to bring substandard areas of the golf course to the standards reflected in this attachment.
- e. The Contractor shall furnish all labor and supervision to professionally maintain and care for the existing course in accordance with specifications. This work force will include a trained Class A Golf Course Superintendent at each golf course.
- f. The Contractor shall perform all normal functions, which are essential to providing quality playing conditions, e.g. mowing, cup changing, tee marker management, grooming, etc.
- g. The Contractor shall develop and perform necessary turf management programs and actions to maintain and improve playing conditions.
- h. The Contractor is responsible, at its own cost, for both materials and labor for the immediate repair of any damage to County property that is caused by the Contractor or the Contractor's negligence. Repairs will be made in a manner, which restores the damaged area/facility to this original condition or better in a reasonable and timely fashion.

- i. The Contractor is required to regularly evaluate the course and make recommendations for capital improvements. Pursuant to Section 5 of the Agreement, the County, at its option, can acquire additional services from the Contractor to make needed improvements.

### 3. Professional Expertise

- a. From time to time, as determined by the Contractor in its sole discretion, the Contractor shall supplement the trained maintenance personnel with professional turf consultants, entomologist certified golf course superintendents, plant biologist, and such other professional specialists as the Contractor deems necessary to provide the services contemplated under the Agreement. These personnel shall be hired at the expense of the Contractor.
- b. The Contractor shall incorporate its full service golf course maintenance program based upon generally accepted turf management principles and standards, and the Contractor's approved maintenance schedule.
- c. The Contractor hereby certifies that any on site supervisor assigned will have the educational background and experience necessary to provide ongoing maintenance programs, which shall fulfill the terms and conditions of this agreement. The Contractor's on site supervisor must have at least three (3) years supervisory experience in Golf Course Maintenance Management in warm season turf grass environments.
- d. In particular, the Contractor shall retain personnel approved as a Certified Pest Control Operator licensed by the Florida Department of Agriculture and Consumer Services. Application of such pesticides on the premises of the County's golf course shall be performed by or under the supervision of such licensed pesticide applicators. Applications must follow label guidelines, directions and restrictions. The Contractor shall maintain completed documentation of all pesticide, herbicide and fertilizer applications and storage, in accordance with prevailing regulations and laws. The Contractor shall have and practice Integrated Pest Management (IPM) Program at each golf course.

### 4. Work Hours

- a. The schedule of work hours for accomplishment of golf course maintenance services shall conform to the requirements of the County. The schedule of work hours must have the approval of the Golf Course Manager.
- b. The Contractor shall furnish advance weekly work schedules to the Golf Course Manager one week prior to performing its maintenance work. Weekly work schedules would be for those areas other than routine work, such as fertilizing, aerifying, bunker maintenance, special irrigation requirements, etc. Such advance weekly work schedule shall contain a blank space for the Golf Course Manager to approve of the schedule in the event it is acceptable. The Contractor shall provide thirty (30) days written notice for work requiring closure of the Course.
- c. Completed tasks on the approved weekly work schedule shall be documented and provided to the County at the end of each month in a monthly report. The monthly report shall cover the conditions of Greens, Tees, Fairways, Roughs, Sand Bunkers, Drainage, Lakes, Irrigation/Pump Station, Manicuring, Weather, Fertilizer Applications, and Integrated Pest Management actions, Soil Analysis, Maintenance Building Area and General Comments. The Monthly Report shall be provided in two (2) copies sent to the County Golf Operations Manager.

- d. Quarterly each year, the Contractor shall also furnish a written recurring 120-day plan for turf management actions and projects. This plan shall be discussed with the County Golf Course Manager, in turn the County Golf Course Manager, the County Golf Advisory Board and any concerned men's or women's association representative. The Contractor's representative shall attend all quarterly Golf Advisory Board Meetings. The approved plan is intended as a guide and will be posted at appropriate locations as determined by the Golf Operations Manager. The plan will be posted and implemented by the Contractor's staff.
- e. The maintenance crew work schedule shall be rotated so that three (3) to five (5) crewmembers, working a minimum of 16 man-hours, will be on the Golf Course on Saturdays, Sundays, and open holidays. Actual procedures shall be coordinated with the Golf Course Manager. Schedules shall include the number of employees, telephone numbers and names of the Contractor's personnel who will be working as well as an emergency contact.
- f. In the event of a natural disaster, such as a hurricane, tornado, etc the County may issue written authorization to the Contractor to allow overtime as approved by the County to repair the golf course. Cost of said overtime and the County shall pay the cost of unusual golf course repairs caused by the natural disaster.

#### **5. Evaluation of Operation**

At mid-month of each month, a written golf course evaluation report will be issued by the Golf Course Manager, which shall be coordinated with the Contractor's Golf Course Superintendent. Action items shall be addressed immediately by the Contractor with dates of completion documented in the weekly report.

#### **6. Personnel**

- a. The Contractor shall employ qualified personnel skilled in the performance of golf course maintenance. All employees providing services under this Agreement will be subject to a Level III Background Check, per Brevard County Administrative Order AO-26 (Attachment C), Background Investigation. All employees shall be indoctrinated and trained in the schedules, philosophies, customer service and public relations concerns of the County. The Contractor's personnel shall conduct all work operations while dealing with the public in a courteous manner. Each employee shall be trained in the proper method of cleaning, handling and operation of golf course maintenance equipment and supplies.
- b. The County must approve uniform (style) selection for employees. All employees shall wear only approved uniforms while at the golf course. Such uniforms shall identify employees as employees of the Contractor.
- c. The Contractor shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract. The Contractor shall submit a listing of personnel, their qualifications, and the types of positions proposed with updates of changes on a weekly basis.
- d. During all working hours, and during execution of the work, the Contractor shall give the job personal supervision or shall have on the job a responsible and competent Superintendent with authority to speak and act for the Contractor.

#### **7. Staffing Levels**

- a. The Contractor will staff a minimum number of man-hours exclusively at the following Brevard County Golf Course Locations:

- o The Savannahs            800 man-hours per two-week period
- o The Habitat                800 man-hours per two-week period
- o Spessard Holland        800 man-hours per two-week period

- b. The staffing levels at each course will remain within 9% and shall not reflect against the Contractor. In the event that the Contractor falls below that threshold then a credit in the amount of \$15.00 per hour will be issued to the County for those hours that fall short of the established threshold for that period of time. The Contractor's payroll records will be submitted monthly to the Golf Accountant for review.

## 8. Explanation of Subcontract Hours

The Contractor may at times subcontract certain golf course services such as fertilizing, irrigation repair, and the aerification and verticutting of the playing areas. Such services will not be subcontracted without prior written approval from the County. The hours required to perform these subcontract services will be added to the hours accounted for in the actual payroll reports to come up with a total numbers actually incurred for the maintenance services performed by the Contractor.

## 9. Emergency Maintenance

In the event that the County at any time determines that any portion of the golf course is in immediate jeopardy of sustaining some type of serious harm due to a maintenance failure on the part of the Contractor, the County may utilize their own work force or contracted services to go on the golf course and perform such tasks as are necessary to prevent such serious harm from taking place. The cost of such preventative maintenance incurred by the County shall be itemized by the County and submitted to the Contractor and offset against any future monies owing to the Contractor under this agreement. In the event the itemized costs exceed future monies owed to the Contractor, such overage shall be due and owing by the Contractor to the County.

## GOLF COURSE MAINTENANCE GUIDELINES

The maintenance practices included in this section are intended to be an overall outline for the agronomic, horticultural, and recurring service practices of Contractor's golf course maintenance operations. While the guidelines are detailed, they are intended to be only minimum rules of operation. The Contractor's primary responsibility is for ensuring the integrity of the golf course. Variances from the guidelines will be necessary at times to allow for adjustments resulting in climatic conditions, pest infestations, golf course traffic, tournaments and other unforeseen problems.

### 1. Mowing Guidelines

- a. Greens will be mowed *every day the course is open for play* at a height of cut that is acceptable to the County without causing undue stress to the turf. Typically, a cutting height between 5/32" to 1/4" will be maintained. Greens should be maintained to achieve at least '7' "stimp meter" reading. The integrity of the original size of greens shall be maintained.
- b. Tees will be mowed *three times per week*. A mowing height of 1/4" to 1/2" will be maintained. No more than 33% of the leaf surface will be removed at any one mowing.
- c. Fairways, Approaches, and Collars will be mowed *three times per week* during the active growing season and *two times per week* during the cooler periods. A height of cut of 1/2" to 3/4" will be maintained. There may be certain times during the summer when this frequency may increase due to

changes in climatic conditions. The frequency of cut during the cooler periods may also be increased to three times per week when the fairways are overseeded. No more than 33% of the leaf blade shall be removed at any one mowing. The integrity of the original size of fairways shall be maintained.

- d. **Tee and green slopes and roughs** will be mowed *weekly* during the active growing season and as needed the balance of the year. A height of cut of 1 ¼" to 1 ½" will be maintained.  
Note: Growth regulators will be utilized in wet areas during the summer months when excessive rainfall is predicted to keep the turf under a manageable condition.

## 2. Aeration Guidelines

- a. **Greens** will be aerified as needed to provide the soil with the proper air, water, and soil ratio required for healthy putting surfaces. *Two to three* conventional core aerifications (2 inches deep on 2 inch centers, minimally) coupled with one deep tine aerification during the summer months will be performed. Spiking of all greens shall be performed between aerifications to maintain proper water infiltration.
- b. **Tees** will be aerified *two times, minimally*, during the year with a conventional aerifier to alleviate compaction and help control thatch.
- c. **Fairways/Roughs** will be aerified *one time, minimally*, during the summer months to alleviate compaction. Also, supplemental aerifications will be done on the heavily compacted areas and may be accomplished with a deep-tine aerifier.

## 3. Verticutting/Spiking Guidelines

- a. **Greens** will be vertically mowed during the active growing season to help promote quality putting surfaces. Typically, every *two weeks* during the active growing season would be considered minimal. A deeper verticutting will be accomplished following aerifications in two to three directions to help promote the healing of the damage on the putting surfaces caused by aerifications. Spiking of the greens will be performed regularly during the summer months to prevent algae build-up and to help maintain proper water infiltration.
- b. **Tees** will be vertically mowed in conjunction with the aeration services during the summer. The frequency of vertical mowing will be adjusted accordingly should the playing areas become "spongy".
- c. **Fairways and roughs** will be vertically mowed or scalped, if necessary, in order to prevent matting and/or the build-up of thatch in these areas.

## 4. Topdressing Guidelines

- a. **Greens** will be topdressed in conjunction with the verticutting/spiking and aeration operations. This will be accomplished with a soil mix or sand that is similar to the make-up of the existing soil profile.
- b. **Greens** will be topdressed every two weeks during the active growing season to help maintain a smooth putting surface. In addition to this, during the interseeding period, the greens will be "dusted" with topdressing.

- c. Tees will be topdressed two times during the summer in conjunction with the aerification operations. In addition, the divots will be filled in *on a weekly basis, minimally*, to ensure an even playing surface.
- d. Green sand will be made available to all three facilities during the "Season" (December 1 through May 1) for topdressing of the practice range tee and to fill sand buckets on the golf cars.

#### 5. Fertilization Guidelines

- a. Greens will be fertilized at a rate of 1.5 pounds of nitrogen per month with an analysis or ratio of N, P, & K determined by soil and tissue testing. Only "mini prill" and materials specifically used on putting surfaces will be utilized. Minor nutrients will be applied as a foliar application in addition to what is available in the granular fertilizer. Only fertilizer specifically formulated for putting greens shall be applied.
- b. Tees will be fertilized at a rate of one pound of nitrogen per month with a fertilizer analysis to be determined by soil testing. During overseeded months, the applications of fertilizer will be adjusted as necessary to ensure that quality teeing areas are present.
- c. Fairways, irrigated roughs and slopes will be fertilized with 6 to 8 pounds of nitrogen annually through either granular or liquid applications that will be applied throughout the course of the year. Supplemental amounts of fertilizer will be applied to weak and thin areas. Any additional amounts of N, P, & K will be determined by soil tissue tests and adjusted accordingly.
- d. Dolomite lime applications, in conjunction with aerification, will be used as necessary to assist in keeping the pH at a desirable level.

#### 6. Overseeding Guidelines

- a. Greens at Spessard Holland will be overseeded each fall with a poa trivialis/ryegrass blend at an initial seeding rate of eighteen pounds of seed per 1,000 square feet. Additional seed will be added as necessary to ensure a good germination and juvenile development. Standard industry guidelines will be followed during this procedure. Habitat and Savannahs greens will *NOT* be overseeded.
- b. Tees at all courses will be overseeded each fall with a perennial ryegrass blend at a seeding rate of fifteen pounds per 1,000 square feet on par 4's and par 5's and a twenty-pound per 1,000 square feet seeding rate will be utilized on par 3's. Regular seeding and sanding of divots will be performed throughout the overseeded months.
- c. Fairways at all courses will be overseeded each fall with a perennial ryegrass blend at a seeding rate of 300 pounds per acre. Regular seeding and sanding of divots will be performed throughout the overseeded months.

#### 7. Bunker Maintenance Guidelines

- a. Mechanical raking of the bunkers will be performed *five times per week*. Bunkers will be raked all days with the exception of Tuesday and Sunday, or as designated by the Course Manager. In addition to mechanical raking, the bunkers will be spot hand raked during the days the bunkers are not mechanically raked.
- b. Edging of the bunkers will be performed *monthly* throughout the year to ensure a manicured appearance at all times.

- c. **Mowing** of the bunker faces will be performed *weekly* throughout the growing season and as needed throughout the remainder of the year.
- d. Additional sand will be added as needed throughout the year to maintain an average depth of 4" in all parts of the bunkers.

#### **8. Equipment Repair/Maintenance Guidelines**

The Contractor will follow all manufacturers' guidelines in the maintenance and repair of equipment. All of Contractor's equipment technicians will be qualified and are encouraged to attend industry workshops and seminars to stay updated on the latest trends and repairs of equipment.

#### **9. Irrigation Guidelines**

- a. The irrigation systems will be repaired and maintained on a regular basis by qualified Contractor staff.
- b. These employees will be required to attend service seminars to keep updated on the latest irrigation development and trends in the industry.
- c. In order to protect the interest of both parties, the Contractor will place a "Not To Exceed" of \$15,000 annually on the irrigation repairs. The Contractor will track these expenses and report the account totals on a regular basis to the County. The cost of these repairs will be in material costs only.
- d. The Contractor will have bi-annual preventative maintenance inspections of the irrigation pump stations at all courses by a reputable service manufacturer at no cost to the County.

#### **10. Integrated Pest Management Guidelines**

- a. The goal is to have the Brevard County Golf Courses as weed and insect free as possible and to prevent any damaging outbreaks of pests. The Contractor's approach to the control of damaging pests and weeds will include curative and preventative types of control measures using the most appropriate products available.
- b. The Contractor will be responsible for the implementation of an integrated pest management (IPM) program for all playing areas of the courses including roughs via regular monitoring, problem and potential problem identification, preventative measures, diagnosis and treatment. All greens will be inspected daily for the presence of damaging pests, insects or fungus. All greens shall be treated as required to prevent or control fungus and insect activity and damage to the turf. An application of Chipco Choice (or equivalent) shall be applied to control the insect population in the fairways and roughs to allow optimum turf root growth. All fairways will be inspected weekly for the presence of damaging pests, insects or fungus and treated appropriately to prevent turf damage.
- c. Fire ant mounds throughout the golf course will be controlled on an as needed basis.

#### **11. Other Maintenance/Service**

- a. The Contractor will be responsible for properly moving the cups and tee markers and repairing ball marks every day the courses is open for play. In addition, all trash will be removed, divot buckets will be filled and the ball washers checked for a towel and soap solution daily. The ball washer soap will be changed a minimum of once per week throughout the year.

- b. The Contractor will be also responsible for servicing and maintaining restrooms and water coolers on the golf courses throughout the week, excluding Saturday and Sunday.

## **12. Trash and Debris Removal**

During the course of the day, any trash or non-organic debris on the golf courses will be picked up. This will be hauled to a County approved area and disposed of. Removal from the property, when necessary, will be the responsibility of the Contractor.

## **13. Organic Materials and Tree Debris Removal**

During the course of the day, any tree debris or organic materials on the golf courses will be picked up. This will be hauled to a County approved area and disposed of. Removal from the property, when necessary, will be the responsibility of the Contractor.

## **14. Deep Rough/Natural Areas Maintenance**

- a. The Contractor will maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, sucker growth, undesirable vegetation and weeds. Any removal of trees greater than 2" in caliper is not the responsibility of the Contractor. However, the Contractor will immediately notify the County of any trees that pose a danger to employees, invitees, or the general public.
- b. The Contractor will be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the golf courses.

## **15. Cart Path Maintenance**

All golf cart paths shall be edged monthly during the active growing season and as needed the balance of the year. The Contractor will repair or is responsible for repair to cart path breaks due to irrigation repairs.

## **16. Lakes, Ponds and Streams Maintenance**

All aquatic weed control is the responsibility of the Contractor. Contractor personnel will remove litter and trash from the water bodies on a regular basis. All lakes and ponds will be kept algae free.

## **17. Landscape Beds Maintenance**

The Contractor will install (2 plantings per year) and maintain flowering plants in select landscape beds throughout the golf courses. This will include weed control, watering, fertilization, and pest control. The Contractor will work with the County in determining planting designs.

## **18. Buildings and Bridges**

- a. The Contractor will maintain the buildings on the golf courses in a good, operable and sanitary order. Any required repairs, replacement, rebuilding and restoration would be brought to the attention of the Golf Course Manager immediately. All costs for such repairs, replacements, rebuilding and restoration will be the responsibility of the County.
- b. Repair or replacement of bridges will be the responsibility of the County.

## ATTACHMENT "C"

### Prices and Payment

The Contractor shall submit monthly invoices to the County during the term of this Agreement for each of the three golf courses. The County shall approve the invoices and remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

1. Habitat Golf Course 3591 Fairgreen Street Valkaria, FL 32950	\$ <u>45,817.67</u> Monthly \$ <u>549,812.00</u> Yearly
2. The Savannahs Golf Course 3915 Savannahs Trail Merritt Island, FL 32953	\$ <u>44,492.00</u> Monthly \$ <u>533,904.00</u> Yearly
3. Spessard Holland Golf Course 2374 Oak Street Melbourne Beach, FL 32951	\$ <u>41,188.00</u> Monthly \$ <u>494,256.00</u> Yearly
Grand Total All Courses Per Month	\$ <u>131,497.67</u>
Grand Total All Courses Per Year	\$ <u>1,577,972.00</u>

## ATTACHMENT "D"

### ADMINISTRATIVE ORDER

**TITLE:** Background Investigation  
Checks

**NUMBER:** AO - 26

**CANCELS:** March 23, 2009

**APPROVED:** August 4, 2010

**ORIGINATOR:** Human Resources

**REVIEW:** August 4, 2013

#### I. PURPOSE AND SCOPE

To establish a consistent, county-wide procedure for conducting background investigation checks.

#### II. DEFINITIONS AND REFERENCES

- A. Applicant – An external applicant or volunteer being considered for a position or a current employee being considered for a position with a higher security level as the result of a promotion, transfer or demotion.
- B. At-Risk Population – Children, elderly, disabled, and those whom can not defend themselves. Example of settings in which individuals come into contact with at-risk populations include, but are not limited to:
- Daycare: senior citizen centers and community day programs for children.
  - Group Home: placements for children under the care of the State as a result of abuse or neglect or as a consequence of delinquency.
  - Program activities involving children on school property.
  - Shelters: homeless, domestic violence or special needs emergency shelters.
  - Youth development programs.
  - Volunteer programs for the elderly or individuals with disabilities; such as, Meals on Wheels or other community/volunteer programs.
  - Library areas/programs designated for children.
  - Park areas/programs designated for children.
- C. Background Check Handbook – a handbook with detailed information about how to complete and interpret the background checks.
- D. Background Checklist – a form used to track the results of the background checks performed by the Department/Office.

### AO-26: Background Investigation Checks

- E. Conviction – defined as a law violation where there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

NOTE: A "yes" answer to the question of law violation on the application will not automatically bar the applicant from employment. The nature, job-relatedness, severity and date of the offense in relation to the position for which they are applying will be considered.

- F. Recertification – Frequency which each Department/Office reinvestigates each employee's or volunteer's criminal history.

G. SECURITY LEVELS:

**High Level (Level I)** – Applies to an employee or volunteer who has unsupervised access and/or contact with individuals identified as being in the at-risk population.

**Moderate Level (Level II)** – Applies to an employee or volunteer who has supervised access and/or contact with individuals identified as being in the at-risk population.

**Low Level (Level III)** – All other employees or volunteers who do not fit into the High or Moderate security levels.

- H. VECHS – an acronym for the Volunteer & Employee Criminal History System at the Florida Department of Law Enforcement (FDLE). The VECHS program agreement allows Brevard County to submit state and national checks for employees and volunteers, as needed.

- I. F.S. 112.011 – Felon; removal of disqualifications for employment, exceptions.

- J. F.S. 943.04351 – Search of registration information regarding sexual predators and sexual offenders required prior to appointment or employment.

### III. RESPONSIBILITIES

- A. Each Department/Office Director shall establish a background investigation check procedure which ensures that the guidelines in this Administrative Order are met.

- B. Each Department/Office will utilize the guidelines in this Administrative Order or will adhere to statutory/contractual requirements, whichever is more stringent.

### AO-26: Background Investigation Checks

- C. Each Department/Office shall be responsible for verifying that each applicant meets the requirements for the job, including educational and/or licensing verification, driver's license check.
- D. Each Department/Office shall be responsible for checking and documenting a total of three (3) of the applicant's employment and/or personal references. Document if the applicant has insufficient work history (i.e.; a student with no experience or someone returning to the workforce after a long absence) or is a volunteer. Due diligence must be used in obtaining these references, but if no response is received, documentation should be made of what efforts were made. Reference checks are not mandatory for those temporary employees hired on a seasonal basis.

The Background Check Handbook has detailed instructions and reference forms to be used in checking these references.

- E. Each Department/Office shall perform the required minimum criminal background investigation checks at the appropriate security level for applicants under final consideration and document the results on the Background Checklist, which shall be provided to the Office of Human Resources with the background documents.

1. High-Level Security Check (Level I):

- Fingerprints - submit fingerprints to FDLE under the VECHS agreement using digital fingerprint machine or using the fingerprint card provided for FDLE and National FBI criminal investigation check.
- Brevard County Clerk E-Facts - [www.brevardclerk.us](http://www.brevardclerk.us).
- National Sex Offender Public Website - [www.nsopw.gov](http://www.nsopw.gov)

2. Moderate-Level Security Check (Level II):

- FDLE - [www.fdle.state.fl.us/](http://www.fdle.state.fl.us/)
- Brevard County Clerk E-Facts - [www.brevardclerk.us](http://www.brevardclerk.us).
- National Sex Offender Public Website - [www.nsopw.gov](http://www.nsopw.gov)
- Out-of-State criminal checks based on past seven (7) years address history (on-line checks may be done, if available), or alternatively a national background check.

3. Low-Level Security Check (Level III):

- Brevard County Clerk E-Facts - [www.brevardclerk.us](http://www.brevardclerk.us).
- National Sex Offender Public Website - [www.nsopw.gov](http://www.nsopw.gov)
- Florida Department of Corrections - [www.dc.state.fl.us](http://www.dc.state.fl.us).
- Out-of-Area criminal checks based on past two (2) years address history (on-line checks may be done, if available).

**AO-26: Background Investigation Checks**

- F. Applicants under final consideration for positions classified as high security level shall be subject to the following guidelines for criminal background checks.

Consistent with F.S. 112.011, a person shall not be disqualified from employment by the County solely because of a prior conviction for a crime. However, a person may be denied employment by the County by reason of the prior conviction for a crime if the crime was a felony or first degree misdemeanor and directly related to the position of employment sought.

1. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to any high level security position, irregardless of when it occurred, and will disqualify an applicant from further consideration:

- Child Abuse, Neglect or Abandonment
- Extortion
- Extreme Violence (Aggravated Assault/Aggravated Battery, Murder, Attempted Murder, Vehicular Homicide)
- False Imprisonment
- Hate Crime
- Indecent Exposure if Sexual in Nature
- Kidnapping
- Manslaughter
- Child Pornography
- Illegal Possession of Guns or Weapons
- Robbery
- Sale of Controlled Substance
- Sexual Offense (Lewd and Lascivious – Sexual Battery)
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

2. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to a high security level position if it occurred within five (5) years of the date of the background check, and will disqualify an applicant from further consideration:

- Battery/Assault
- Domestic Violence
- Misdemeanor Drug and/or Paraphemalia
- Resisting Arrest with Violence
- Sale of Alcohol or Tobacco to a Minor
- Contributing to the Delinquency of a Minor

**AO-26: Background Investigation Checks**

- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

A prior conviction of one of the above criminal offenses, if a felony or first degree misdemeanor, that occurred beyond five (5) years of the date of the background check, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and the applicant is disqualified from further consideration.

3. A prior conviction for any of the following criminal offenses, if a felony or a first degree misdemeanor, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and if the applicant is disqualified from further consideration:

- Disorderly Conduct/Trespassing
- Driving While Under the Influence (DUI), one incident only (more than one must show proof of rehabilitation)
- Petty Theft
- Worthless Checks
- Other Crimes
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

- G. When determining whether a prior criminal conviction for any of the criminal offenses listed in Section F above are directly related to a high, moderate or low level security position, an appointing authority shall take the following factors into consideration:

- The classification of the crime as a felony or first degree misdemeanor.
- The relationship between the incident and the type of employment or service that the applicant will provide.
- The nature, severity, number, and consequences of the incidents disclosed.
- The amount of time elapsed since the incident(s) occurred.
- The applicant's efforts and success at rehabilitation.
- The age of the applicant at the time of the incident.

If there is any question about whether the criminal offense is directly related to the position, contact the County Attorney's Office.

- H. After the background investigation checks are satisfactorily completed, the Department/Office can initiate the request for the applicant to be hired to a paid position or coordinate a start date for a volunteer placement.

**AO-26: Background Investigation Checks**

**IV. RESERVATION OF AUTHORITY**

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.

  
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Howard Tipton  
County Manager  
Brevard County, Florida

**ATTACHMENT "E"**  
**Course Maintenance Schedules**

# EXHIBIT "E"

Asset Number	Asset Description	Asset Name	Inventory Number	Gas/Golf/Club Name	Year	Appraised Value	Exp. Date	Cur./Antn. Value
720041	AIR COMPRESSOR INGERSOLL-RAND	RM. ON NO. SIDE OF BLDG.	5030219000	Habitat Golf Course Maint.	2003	1,050.00	06/26/2003	
736899	BALL PICKER 3 GANG BALL HAWK	HABITAT GOLF COURSE MAINTENANCE / PO.	7180214000	Habitat Golf Course Maint.	2008	2,245.00	09/22/2008	
620004	CART BARN HABITAT GOLF 3591 FAIRGREEN ST WALK	CART BARN HABITAT GOLF 3591 FAIRGREEN	91190018000	Habitat Golf Course Maint.	1991	169,000	10/31/1991	
2430002	Cart Path # 10 Habitat Golf Course	Cart Path # 10		Habitat Golf Course Maint.	2002		09/30/2002	8,839.00
2430003	Cart Path # 18 Habitat Golf Course	Cart Path # 18		Habitat Golf Course Maint.	2002		09/30/2002	14,416.00
620010	CLUB HOUSE HABITAT	SUB NUMBER OF ASSET 620008	91020039017	Habitat Golf Course Maint.	2005		10/31/1991	48,300.00
841429	COMPUTER OPTIPLEX 760 DELL	HABITAT GOLF COURSE	0184589000	Habitat Golf Course Maint.	2009		07/07/2009	867.66
837941	COMPUTER PRECISION T1600 DELL	HABITAT G.C. - WAYNE	0186138000	Habitat Golf Course Maint.	2012		04/16/2012	754.09
837942	COMPUTER PRECISION T1600 DELL	HABITAT G.C. - ALEX	0186139000	Habitat Golf Course Maint.	2012		04/16/2012	754.09
839284	COMPUTER PRECISION T1600 DELL	S.H.G.C. - GREG	0186135000	Habitat Golf Course Maint.	2012		04/16/2012	754.09
839285	COMPUTER PRECISION T1600 DELL	S.H.G.C. - WAYNE	0186137000	Habitat Golf Course Maint.	2012		04/16/2012	754.09
720146	CUTTER SOD TURFCO 5HP PROLITE	S.H.G.C. - WAYNE	0186137000	Habitat Golf Course Maint.	2012		04/16/2012	754.09
620015	DRAINAGE PROJECT TURF DRAIN	BACK RM.	7180166000	Habitat Golf Course Maint.	1991		10/01/1991	2,175.00
720212	GOLF BALL WASHER WITTEK	DRAINAGE PROJECT TURF DRAIN	91020039026	Habitat Golf Course Maint.	2005		12/30/1997	48,226.00
640058	Habitat Bond Construction	BEHIND CART BARN	7180211000	Habitat Golf Course Maint.	2000		09/26/2005	1,785.35
2430006	HABITAT BRIDGES	Habitat Bond Construction	91020039003	Habitat Golf Course Maint.	2000		09/30/2000	59,534.09
2430007	HABITAT BRIDGES	HABITAT BRIDGES	91020039004	Habitat Golf Course Maint.	2000		09/30/1991	38,408.00
2430008	HABITAT BRIDGES	HABITAT BRIDGES	91020039004	Habitat Golf Course Maint.	2000		09/30/1991	64,645.00
2220006	HABITAT CART PATHS	HABITAT CART PATHS	91020039005	Habitat Golf Course Maint.	2000		09/30/1991	143,234.00
2430009	HABITAT DRAINS	HABITAT DRAINS	91020039011	Habitat Golf Course Maint.	2000		10/31/1991	55,142.00
2220007	HABITAT FAIRWAYS& R	HABITAT FAIRWAYS& R	91020039010	Habitat Golf Course Maint.	2000		10/31/1991	719,814.00
640059	HABITAT FENCING	HABITAT FENCING	91020039012	Habitat Golf Course Maint.	2000		10/31/1991	17,510.00
2430010	Habitat Golf Cart Path	Habitat Golf Cart Path		Habitat Golf Course Maint.	2000		09/30/2000	18,375.00
620019	HABITAT GOLF LAND	1ST HOLE		Habitat Golf Course Maint.	2003		08/06/2003	5,342.00
2430011	HABITAT GREENS & TEE	HABITAT GOLF	91020039015	Habitat Golf Course Maint.	2000		09/30/1991	136,178.00
2430012	HABITAT IRRIGATION	HABITAT GREENS & TEE	91020039009	Habitat Golf Course Maint.	2000		10/31/1991	448,142.00
2430013	HABITAT MISC.	HABITAT IRRIGATION	91020039008	Habitat Golf Course Maint.	2000		10/31/1991	580,427.00
2430014	HABITAT PARKING AREA	HABITAT MISC.	91020039013	Habitat Golf Course Maint.	2000		10/31/1991	691,058.00
2430015	HABITAT PARKING AREA	HABITAT PARKING AREA	91020039006	Habitat Golf Course Maint.	2000		09/30/1991	12,052.00
620027	MAINT BLDG HABITAT G	HABITAT PARKING AREA	91020039007	Habitat Golf Course Maint.	2000		10/31/1991	8,792.00
620028	MAINT BLDG HABITAT G	SUB NUMBER OF ASSET 620028	91020039019	Habitat Golf Course Maint.	1991		01/01/1995	61,636.00
720764	RANGE BALL PICKER WITTEK	MAINT BLDG HABITAT GOLF 3591 FAIRGREEN ST VAL	91020039000	Habitat Golf Course Maint.	1991	476,000	09/30/1991	200,000.00
2220009	SHELTER HABITAT GOLF 3591 FAIRGREEN ST WALK	UNDER TARP NO. SIDE OF CART BARN	7180212000	Habitat Golf Course Maint.	2005		09/20/2005	2,015.00
2220010	SHELTER HABITAT GOLF 3591 FAIRGREEN ST WALK	SHELTER HABITAT LOCATED TO LEFT OF TEE	192130158000	Habitat Golf Course Maint.	1991		10/31/1991	7,500.00
732101	TANK FUEL 280 GALLON DOUBLE WALL GLOVER (BLU IN MAINT. AREA	SHELTER HABITAT LOCATED TO LEFT OF TEE	92130159000	Habitat Golf Course Maint.	1991		10/31/1991	7,500.00
732100	TANK FUEL 500 GALLON DOUBLE WALL GLOVER (BLU IN MAINT. AREA	SHELTER HABITAT LOCATED TO LEFT OF TEE	92130159000	Habitat Golf Course Maint.	1991		10/31/1991	7,500.00
820590	UTILITY CART - TURF 1	FOR BALL COLLECTION		Habitat Golf Course Maint.	2004			1,579.48
620008	CLUB HOUSE 1988 HABITAT GOLF COURSE	(MODULAR)	3450981000	Habitat Golf Course Maint.	2004		09/26/2005	2,149.48
841165	COMPUTER OPTIPLEX 760 DELL	HABITAT GOLF COURSE	91000066000	Habitat Golf Course Maint.	2005	772,000	09/30/2000	199,580.45
500795	DESK SEC R/RETURN WOOD JOFCO	HABITAT GOLF COURSE	0184548000	Habitat Golf Course Pro Shop	2009		06/04/2009	867.66
733894	GOLF CAR, SINGLE RIDER, EAGLE GREEN	IN SHED 710-0881 NEXT TO CART BARN	0810602000	Habitat Golf Course Pro Shop	1980		07/01/1980	999.50
738693	GOLF CART ELECTRIC EZ-GO	CART#-1	3451063000	Habitat Golf Course Pro Shop	2007		05/07/2007	5,635.00
738694	GOLF CART ELECTRIC EZ-GO	CART#-2	3451154000	Habitat Golf Course Pro Shop	2010		06/10/2010	3,221.33
738695	GOLF CART ELECTRIC EZ-GO	CART#-3	3451155000	Habitat Golf Course Pro Shop	2010		06/10/2010	3,221.33
			3451156000	Habitat Golf Course Pro Shop	2010		06/10/2010	3,221.33



738744	GOLF CART ELECTRIC EZ-GO	CART#-52	3451205000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738745	GOLF CART ELECTRIC EZ-GO	CART#-53	3451206000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738746	GOLF CART ELECTRIC EZ-GO	CART#-54	3451207000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738747	GOLF CART ELECTRIC EZ-GO	CART#-55	3451208000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738748	GOLF CART ELECTRIC EZ-GO	CART#-56	3451209000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738749	GOLF CART ELECTRIC EZ-GO	CART#-57	3451210000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738750	GOLF CART ELECTRIC EZ-GO	CART#-58	3451211000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738751	GOLF CART ELECTRIC EZ-GO	CART#-59	3451212000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738752	GOLF CART ELECTRIC EZ-GO	CART#-60	3451213000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738753	GOLF CART ELECTRIC EZ-GO	CART#-61	3451214000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738754	GOLF CART ELECTRIC EZ-GO	CART#-62	3451215000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738755	GOLF CART ELECTRIC EZ-GO	CART#-63	3451216000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738756	GOLF CART ELECTRIC EZ-GO	CART#-64	3451217000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738757	GOLF CART ELECTRIC EZ-GO	CART#-65	3451218000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738758	GOLF CART ELECTRIC EZ-GO	CART#-66	3451219000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738759	GOLF CART ELECTRIC EZ-GO	CART#-67	3451220000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738760	GOLF CART ELECTRIC EZ-GO	CART#-68	3451221000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738761	GOLF CART ELECTRIC EZ-GO	CART#-69	3451222000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738762	GOLF CART ELECTRIC EZ-GO	CART#-70	3451223000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738763	GOLF CART ELECTRIC EZ-GO	CART#-71	3451224000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738764	GOLF CART ELECTRIC EZ-GO	CART#-72	3451225000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738765	GOLF CART ELECTRIC EZ-GO	CART#-73	3451226000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738766	GOLF CART ELECTRIC EZ-GO	CART#-74	3451227000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738767	GOLF CART ELECTRIC EZ-GO	CART#-75	3451228000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738768	GOLF CART ELECTRIC EZ-GO	CART#-76	3451229000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738769	GOLF CART ELECTRIC EZ-GO	CART#-77	3451230000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738770	GOLF CART ELECTRIC EZ-GO	CART#-78	3451231000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738771	GOLF CART ELECTRIC EZ-GO	CART#-79	3451232000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
738772	GOLF CART ELECTRIC EZ-GO	CART#-80	3451233000	Habitat Golf Course Pro Sho	2010	06/10/2010	3,221.33
834604	SOFTWARE GOLF IVR EVENTS 4 GOLF	HABITAT GOLF COURSE / PO 4500059733					
720904	UTILITY BLDG 14X20 TAN MET AMERICAN	HABITAT GOLF COURSE / PO 4500059733					
738846	UTILITY CART GAS W/MOUNT FOR RANGE PICKER /C/ BALL PICKER CART	NEXT TO CART BARN	7100881000	Habitat Golf Course Pro Sho	2010	09/10/2009	4,125.00
738845	UTILITY CART MPT 1000 ELECTRIC EZ-GO	RANGER	3451307000	Habitat Golf Course Pro Sho	1992	03/26/1992	4,852.00
2430000	ADDITIONAL CART PATH SPESSARD HOLLAND GOLF COURSE	ADDITIONAL CART	3451306000	Habitat Golf Course Pro Sho	2010	06/10/2010	8,000.00
2430001	ADDITIONAL CART PATHS SPESSARD HOLLAND GOLF COURSE	ADDITIONAL CART PATHS	90020120023	Spessard Holland		03/05/1987	8,798.00
660024	ADJUSTMENTS FROM ENT ERPRISSE FINANCE	ADJUSTMENTS FROM ENT ERPRISSE FINANCE	90020120022	Spessard Holland		04/07/1988	12,331.00
2220000	AREA LIGHTING SPESSARD HOLLAND GOLF COURSE	AREA LIGHTING	90020120008	Spessard Holland		09/01/1977	1,308,235.00
720066	BALL PICKER/SINGLE SECTION (MDL#WGRM25W)	CART BARN	7180210000	Spessard Holland		09/01/1977	13,058.00
720067	BALL WASHER WESTERN	SOUTH END OF CART BARN	7180209000	Spessard Holland		05/01/2002	1,266.00
720078	BUILDING UTILITY 8X10'S	BEHIND MAINT. BARN	7120065000	Spessard Holland		11/28/2000	1,775.00
2220002	BULKHEAD AMPHIBIOUS MARINE INC SPESSARD HOL RETAINING WALL		90020120014	Spessard Holland		06/01/1985	905.00
2430004	Cart Path #15 Spessard Holland Golf Course	Cart Path #15	90020120024	Spessard Holland		07/01/1984	8,051.00
2430005	CART PATHS SPESSARD HOLLAND GOLF COURSE	CART PATHS	90020120001	Spessard Holland		09/30/2002	5,122.00
620005	CART SHED SPES. GOLF 2375 OAK ST MELB BCH	CART SHED SPES. GOLF 2375 OAK ST MELB BI 91190008000	90020120000	Spessard Holland		04/29/1989	8,858.00
620006	CART SHED SPES. GOLF 2375 OAK ST MELB BCH	CART SHED SPES. GOLF 2375 OAK ST MELB BI 91190016000	5280176000	Spessard Holland		01/01/1995	44,937.00
720117	CHARGER CART WATT/MISER CLUB CAR	ELEC. RM.	5280176000	Spessard Holland		05/01/1986	38,173.00
720118	CHARGER CART WATT/MISER CLUB CAR	ELEC. RM.	5280177000	Spessard Holland		05/21/1998	4,671.48
						05/21/1998	4,671.48

620009	CLUB HOUSE ADDITION	CLUB HOUSE ADDITION SUB NUMBER TO ASS: 91280027007	Spessard Holland	2010	573,000	05/01/1990	261,618.00
829285	COMPUTER - DESKTOP - E-2500S GATEWAY	REG. #2-PRO SHOP COUNTER	Spessard Holland	2006		09/11/2006	881.00
837317	COMPUTER DESKTOP E-6500D GATEWAY	STORAGE RM.	Spessard Holland	2006		03/30/2006	1,875.00
837840	COMPUTER E-4000 GATEWAY	PH. RM. IN SNACK BAR	Spessard Holland	2003		04/14/2003	1,066.00
834880	COMPUTER E-4620D GATEWAY	STORAGE RM.	Spessard Holland	2008		08/05/2008	1,283.00
835796	COMPUTER E6100C CTO GATEWAY	STARTER SHED	Spessard Holland	2004		09/16/2004	1,304.00
841309	COMPUTER PRECISION T3500 DELL	JAMES VELLECA SPESSARD HOLLAND GOLF C	Spessard Holland	2012		04/06/2012	2,938.42
741192	COMPUTER SENERGY SERIES SITEPRO TORO	IGM OFFICE SHED 710-1265	Spessard Holland	2012		08/17/2012	19,540.01
500750	COUNTER 19 L SHAPED CUSTOM BUILT OAK	IN PRO SHOP	Spessard Holland	2004			10,840.00
2220004	DRAINAGE SPESSARD HOLLAND GOLF COURSE	DRAINAGE	Spessard Holland			09/01/1977	13,863.00
2220005	FERTIGATION SYSTEM SPESSARD HOLLAND GOLF COURSE	FERTIGATION SYSTEM	Spessard Holland			01/21/1999	9,900.00
738633	GOLF CART ELECTRIC EZ-GO	CART#-1	Spessard Holland	2010		06/10/2010	3,221.33
738634	GOLF CART ELECTRIC EZ-GO	CART#-2	Spessard Holland	2010		06/10/2010	3,221.33
738635	GOLF CART ELECTRIC EZ-GO	CART#-3	Spessard Holland	2010		06/10/2010	3,221.33
738636	GOLF CART ELECTRIC EZ-GO	CART#-4	Spessard Holland	2010		06/10/2010	3,221.33
738637	GOLF CART ELECTRIC EZ-GO	CART#-5	Spessard Holland	2010		06/10/2010	3,221.33
738638	GOLF CART ELECTRIC EZ-GO	CART#-6	Spessard Holland	2010		06/10/2010	3,221.33
738639	GOLF CART ELECTRIC EZ-GO	CART#-7	Spessard Holland	2010		06/10/2010	3,221.33
738640	GOLF CART ELECTRIC EZ-GO	CART#-8	Spessard Holland	2010		06/10/2010	3,221.33
738641	GOLF CART ELECTRIC EZ-GO	CART#-9	Spessard Holland	2010		06/10/2010	3,221.33
738642	GOLF CART ELECTRIC EZ-GO	CART#-10	Spessard Holland	2010		06/10/2010	3,221.33
738643	GOLF CART ELECTRIC EZ-GO	CART#-11	Spessard Holland	2010		06/10/2010	3,221.33
738644	GOLF CART ELECTRIC EZ-GO	CART#-12	Spessard Holland	2010		06/10/2010	3,221.33
738645	GOLF CART ELECTRIC EZ-GO	CART#-13	Spessard Holland	2010		06/10/2010	3,221.33
738646	GOLF CART ELECTRIC EZ-GO	CART#-14	Spessard Holland	2010		06/10/2010	3,221.33
738647	GOLF CART ELECTRIC EZ-GO	CART#-15	Spessard Holland	2010		06/10/2010	3,221.33
738648	GOLF CART ELECTRIC EZ-GO	CART#-16	Spessard Holland	2010		06/10/2010	3,221.33
738649	GOLF CART ELECTRIC EZ-GO	CART#-17	Spessard Holland	2010		06/10/2010	3,221.33
738650	GOLF CART ELECTRIC EZ-GO	CART#-18	Spessard Holland	2010		06/10/2010	3,221.33
738651	GOLF CART ELECTRIC EZ-GO	CART#-19	Spessard Holland	2010		06/10/2010	3,221.33
738652	GOLF CART ELECTRIC EZ-GO	CART#-20	Spessard Holland	2010		06/10/2010	3,221.33
738653	GOLF CART ELECTRIC EZ-GO	CART#-21	Spessard Holland	2010		06/10/2010	3,221.33
738654	GOLF CART ELECTRIC EZ-GO	CART#-22	Spessard Holland	2010		06/10/2010	3,221.33
738655	GOLF CART ELECTRIC EZ-GO	CART#-23	Spessard Holland	2010		06/10/2010	3,221.33
738656	GOLF CART ELECTRIC EZ-GO	CART#-24	Spessard Holland	2010		06/10/2010	3,221.33
738657	GOLF CART ELECTRIC EZ-GO	CART#-25	Spessard Holland	2010		06/10/2010	3,221.33
738658	GOLF CART ELECTRIC EZ-GO	CART#-26	Spessard Holland	2010		06/10/2010	3,221.33
738659	GOLF CART ELECTRIC EZ-GO	CART#-27	Spessard Holland	2010		06/10/2010	3,221.33
738660	GOLF CART ELECTRIC EZ-GO	CART#-28	Spessard Holland	2010		06/10/2010	3,221.33
738661	GOLF CART ELECTRIC EZ-GO	CART#-29	Spessard Holland	2010		06/10/2010	3,221.33
738662	GOLF CART ELECTRIC EZ-GO	CART#-30	Spessard Holland	2010		06/10/2010	3,221.33
738663	GOLF CART ELECTRIC EZ-GO	CART#-31	Spessard Holland	2010		06/10/2010	3,221.33
738664	GOLF CART ELECTRIC EZ-GO	CART#-32	Spessard Holland	2010		06/10/2010	3,221.33
738665	GOLF CART ELECTRIC EZ-GO	CART#-33	Spessard Holland	2010		06/10/2010	3,221.33
738666	GOLF CART ELECTRIC EZ-GO	CART#-34	Spessard Holland	2010		06/10/2010	3,221.33
738667	GOLF CART ELECTRIC EZ-GO	CART#-35	Spessard Holland	2010		06/10/2010	3,221.33
738668	GOLF CART ELECTRIC EZ-GO	CART#-36	Spessard Holland	2010		06/10/2010	3,221.33
738669	GOLF CART ELECTRIC EZ-GO	CART#-37	Spessard Holland	2010		06/10/2010	3,221.33

738670	GOLF CART ELECTRIC EZ-GO	CART#-38	3451131000	Spessard Holland	2010		06/10/2010	3,221.33
738671	GOLF CART ELECTRIC EZ-GO	CART#-39	3451132000	Spessard Holland	2010		06/10/2010	3,221.33
738672	GOLF CART ELECTRIC EZ-GO	CART#-40	3451133000	Spessard Holland	2010		06/10/2010	3,221.33
738673	GOLF CART ELECTRIC EZ-GO	CART#-41	3451134000	Spessard Holland	2010		06/10/2010	3,221.33
738674	GOLF CART ELECTRIC EZ-GO	CART#-42	3451135000	Spessard Holland	2010		06/10/2010	3,221.33
738675	GOLF CART ELECTRIC EZ-GO	CART#-43	3451136000	Spessard Holland	2010		06/10/2010	3,221.33
738676	GOLF CART ELECTRIC EZ-GO	CART#-44	3451137000	Spessard Holland	2010		06/10/2010	3,221.33
738677	GOLF CART ELECTRIC EZ-GO	CART#-45	3451138000	Spessard Holland	2010		06/10/2010	3,221.33
738678	GOLF CART ELECTRIC EZ-GO	CART#-46	3451139000	Spessard Holland	2010		06/10/2010	3,221.33
738679	GOLF CART ELECTRIC EZ-GO	CART#-47	3451140000	Spessard Holland	2010		06/10/2010	3,221.33
738680	GOLF CART ELECTRIC EZ-GO	CART#-48	3451141000	Spessard Holland	2010		06/10/2010	3,221.33
738681	GOLF CART ELECTRIC EZ-GO	CART#-49	3451142000	Spessard Holland	2010		06/10/2010	3,221.33
738682	GOLF CART ELECTRIC EZ-GO	CART#-50	3451143000	Spessard Holland	2010		06/10/2010	3,221.33
738683	GOLF CART ELECTRIC EZ-GO	CART#-51	3451144000	Spessard Holland	2010		06/10/2010	3,221.33
738684	GOLF CART ELECTRIC EZ-GO	CART#-52	3451145000	Spessard Holland	2010		06/10/2010	3,221.33
738685	GOLF CART ELECTRIC EZ-GO	CART#-53	3451146000	Spessard Holland	2010		06/10/2010	3,221.33
738686	GOLF CART ELECTRIC EZ-GO	CART#-54	3451147000	Spessard Holland	2010		06/10/2010	3,221.33
738687	GOLF CART ELECTRIC EZ-GO	CART#-55	3451148000	Spessard Holland	2010		06/10/2010	3,221.33
738688	GOLF CART ELECTRIC EZ-GO	CART#-56	3451149000	Spessard Holland	2010		06/10/2010	3,221.33
738689	GOLF CART ELECTRIC EZ-GO	CART#-57	3451150000	Spessard Holland	2010		06/10/2010	3,221.33
738690	GOLF CART ELECTRIC EZ-GO	CART#-58	3451151000	Spessard Holland	2010		06/10/2010	3,221.33
738691	GOLF CART ELECTRIC EZ-GO	CART#-59	3451152000	Spessard Holland	2010		06/10/2010	3,221.33
738692	GOLF CART ELECTRIC EZ-GO	CART#-60	3451153000	Spessard Holland	2010		06/10/2010	3,221.33
660205	LAND-SPESSARD HOLLAND & GOLF CO A1A MELB BCI LAND-SPESSARD HOLLAND & GOLF CO A1A N		90020120000	Spessard Holland	1950		09/01/1977	26,194.00
620026	MAINT BARN SPES.HOLLAND GOLF 2375 OAK ST MELB MAINT BARN SPES. GOLF 2375 OAK ST MELB		91020026000	Spessard Holland	1975	276,000	09/01/1977	71,702.00
641530	PAVILLION SHGC	PAVILLION SHGC	92060003001	Spessard Holland			12/29/1988	13,809.00
720563	PRESS HYDRAULIC 25T HYD HFRAME	MAINT. BARN	5140454000	Spessard Holland	1991		05/01/1991	921.82
620041	PRO SHOP SPES.HOLLAND GOLF 2375 OAK ST MELB E PRO SHOP SPES.HOLLAND GOLF 2375 OAK ST	ON GOLF COURSE NEAR RIVER (CENTER)	910300075000	Spessard Holland	1975	573,000	09/01/1977	139,306.00
620045	RESTROOM SPESSARD HOLLAND GOLF COURSE		910300075000	Spessard Holland	1999		09/30/2000	47,933.38
2430017	RETROFIT IRRIGATION SYSTEM FOR RADIO COMMUN RETROFIT IRRIGATION SYSTEM FOR RADIO CC		90020120025	Spessard Holland			01/28/1999	34,224.00
2430018	ROADS AND PARKING	ROADS AND PARKING	90020120004	Spessard Holland			09/01/1977	150,472.00
500030	SAFE AMSEC	STORAGE RM. PRO SHOP	09400074000	Spessard Holland	1997		12/23/1997	985.00
720797	SCOREBOARD SYSTEM PORTABLE EAGLE (DOUBLE BC EAST WALL OF SNACK BAR	SEWER LINES	7101171000	Spessard Holland	2004		04/01/2004	2,295.00
2430026	SEWER LINES	SEWER PUMPING	90020120006	Spessard Holland			08/01/1977	106,765.00
2430027	SEWER PUMPING	MAINTENANCE OFFICE AT MAINTENANCE AR	90020120011	Spessard Holland	2009		07/06/2009	2,552.00
737580	SHED STORAGE 10 X 16 LAPSIDER (LARK)			Spessard Holland	2003		04/02/2003	6,925.00
2220228	SINGLE INJECTION GOLF COURSE FERTIGATION SYSTEM 1	Spessard Holland Renovation/Reconstruction	0801082001	Spessard Holland	2000	1,445,707.14	09/30/2000	4,395.00
500033	UPGRADED SHINGLES	UPGRADED SHINGLES	3451309000	Spessard Holland	1990		09/01/1992	8,000.00
738848	UTILITY CART 1200 GAS W/MOUNT FOR RANGE PICKI UTILITY CART	TO USE WITH BALL PICKER	3450948000	Spessard Holland	2010		06/24/2005	4,802.40
720910	UTILITY VEHICLE ELECTRIC TURF 1 CLUB CART		90020120005	Spessard Holland			08/01/1977	128,016.00
2430029	WATER LINES	WATER PUMPING	90020120002	Spessard Holland			08/01/1977	66,142.00
2430030	WATER PUMPING	YELLOW IN COLOR (SPIKER)	7180145000	Savannahs Golf Course Main	1990		03/01/1990	2,200.00
720031	AES RADIO GEMINI SECURITY SYSTEM	CLOSET NEXT TO GREG SANDERS OFFICE	2050666000	Savannahs Golf Course Main	2003		09/08/2003	795.00
720120	CHARGING SYSTEM CART CLUB CAR	1ST FL. EAST WALL NEXT TO ELEC. BOXES	5280180000	Savannahs Golf Course Main	1998		05/21/1998	5,658.73
720435	GRINDER SPRING FOLEY UNITED	IN MAINTENANCE SHOP	7180143000	Savannahs Golf Course Main	1990		03/01/1990	5,026.38
2220280	IRRIGATION INSTALL NEW SAVANNAHS GOLF COURSE IRRIGATION SYSTEM NEW INSTALL NO PUV			Savannahs Golf Course Main	2014		02/19/2014	847,877.97



738810	GOLF CART ELECTRIC EZ-60	CART#-38	3451271000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738811	GOLF CART ELECTRIC EZ-60	CART#-39	3451272000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738812	GOLF CART ELECTRIC EZ-60	CART#-40	3451273000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738813	GOLF CART ELECTRIC EZ-60	CART#-41	3451274000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738814	GOLF CART ELECTRIC EZ-60	CART#-42	3451275000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738815	GOLF CART ELECTRIC EZ-60	CART#-43	3451276000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738816	GOLF CART ELECTRIC EZ-60	CART#-44	3451277000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738817	GOLF CART ELECTRIC EZ-60	CART#-45	3451278000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738818	GOLF CART ELECTRIC EZ-60	CART#-46	3451279000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738819	GOLF CART ELECTRIC EZ-60	DART#-47	3451280000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738820	GOLF CART ELECTRIC EZ-60	CART#-48	3451281000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738821	GOLF CART ELECTRIC EZ-60	CART#-49	3451282000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738822	GOLF CART ELECTRIC EZ-60	CART#-50	3451283000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738823	GOLF CART ELECTRIC EZ-60	CART#-51	3451284000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738824	GOLF CART ELECTRIC EZ-60	CART#-52	3451285000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738825	GOLF CART ELECTRIC EZ-60	CART#-53	3451286000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738826	GOLF CART ELECTRIC EZ-60	CART#-54	3451287000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738827	GOLF CART ELECTRIC EZ-60	CART#-55	3451288000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738828	GOLF CART ELECTRIC EZ-60	CART#-56	3451289000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738829	GOLF CART ELECTRIC EZ-60	CART#-57	3451290000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738830	GOLF CART ELECTRIC EZ-60	CART#-58	3451291000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738831	GOLF CART ELECTRIC EZ-60	CART#-59	3451292000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738832	GOLF CART ELECTRIC EZ-60	CART#-60	3451293000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738833	GOLF CART ELECTRIC EZ-60	CART#-61	3451294000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738834	GOLF CART ELECTRIC EZ-60	CART#-62	3451295000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738835	GOLF CART ELECTRIC EZ-60	CART#-63	3451296000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738836	GOLF CART ELECTRIC EZ-60	CART#-64	3451297000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738837	GOLF CART ELECTRIC EZ-60	CART#-65	3451298000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738838	GOLF CART ELECTRIC EZ-60	CART#-66	3451299000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738839	GOLF CART ELECTRIC EZ-60	CART#-67	3451300000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738840	GOLF CART ELECTRIC EZ-60	CART#-68	3451301000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738841	GOLF CART ELECTRIC EZ-60	CART#-69	3451302000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738842	GOLF CART ELECTRIC EZ-60	CART#-70	3451303000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738843	GOLF CART ELECTRIC EZ-60	CART#-71	3451304000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
738844	GOLF CART ELECTRIC EZ-60	CART#-72	3451305000	Savannahs Golf Course Pro S 2010	06/10/2010	3,221.33
660052	LAND SAVANNAH GOLF CO	LAND SAVANNAH GOLF CO	90020242000	Savannahs Golf Course Pro S 2010	04/19/1993	100.00
660053	LAND SAVANNAH GOLF CO	LAND SAVANNAH GOLF CO	90020243000	Savannahs Golf Course Pro S 1992	04/19/1993	100.00
660054	LAND SAVANNAH GOLF CO	LAND SAVANNAH GOLF CO	90020250000	Savannahs Golf Course Pro S 1992	04/19/1993	100.00
660055	LAND SAVANNAH GOLF CO	LAND SAVANNAH GOLF CO	90020251000	Savannahs Golf Course Pro S 1992	04/19/1993	100.00
660056	LAND SAVANNAH GOLF CO	LAND SAVANNAH GOLF CO	90020252000	Savannahs Golf Course Pro S 1992	04/19/1993	100.00
660057	LAND SAVANNAH GOLF CO	LAND SAVANNAH GOLF CO	90020252000	Savannahs Golf Course Pro S 1992	04/19/1993	100.00
660058	LAND SAVANNAH GOLF CO	LAND SAVANNAH GOLF CO	90020249000	Savannahs Golf Course Pro S 1992	04/19/1993	100.00
660059	LAND SAVANNAH'S GOLF CO	LAND SAVANNAH'S GOLF CO	90020248000	Savannahs Golf Course Pro S 1989	09/29/1998	605,470.00
620030	MAINTENANCE BLDG 3910 SAVANNAH'S TRAIL MI	LAND SAVANNAH'S GOLF CO	90020220000	Savannahs Golf Course Pro S 1989	05/04/1990	275,000.00
500021	PAINTING, BLUE CRAB IN MARSH GRASSES	SAV GOLF CO MAINT BLDG 3910 SAVANNAH	91020037000	Savannahs Golf Course Pro S 1990	09/01/1990	1,100.00
500022	PAINTING, COCONUT PALM	BY CHRON-BY MENS RM.	0971623000	Savannahs Golf Course Pro S 1990	09/01/1990	1,100.00
500023	PAINTING, HEADWATERS	BY FRONT ENTRANCE ON LEFT	0971619000	Savannahs Golf Course Pro S 1990	09/01/1990	2,000.00
500024	PAINTING, LIGHT ON THE FENCE	BY PRICE- IN GIA HANSON OFFICE	0971615000	Savannahs Golf Course Pro S 1990	09/01/1990	1,250.00

500025	PAINTING,MANATEE AND FRIENDS	WEST WALL UP HIGH	0971621000	Savannahs Golf Course Pro S 1990	09/01/1990	1,950.00
500026	PAINTING,NIGHT BLOOMING CERUS	BY FRONT ENTRANCE ON RIGHT	0971617000	Savannahs Golf Course Pro S 1990	09/01/1990	1,200.00
500027	PAINTING,PALMETTOS DAPPLED WITH SUN	WEST WALL UP HIGH	0971618000	Savannahs Golf Course Pro S 1990	09/01/1990	2,000.00
500028	PAINTING,QUIET WATERS	OVER FIREPLACE	0971622000	Savannahs Golf Course Pro S 1990	09/01/1990	1,700.00
2430021	SAVANNAH'S CART PATH	SAVANNAH'S CART PATH	90020220005	Savannahs Golf Course Pro S	05/04/1990	97,000.00
2430022	SAVANNAH'S FAIRWAYS AND ROUGH	SAVANNAH'S FAIRWAYS AND ROUGH	90020220002	Savannahs Golf Course Pro S	05/04/1990	786,000.00
2430019	SAVANNAH'S FOUNTAINS	SAVANNAH'S FOUNTAINS	90020220006	Savannahs Golf Course Pro S	05/04/1990	23,000.00
2430023	SAVANNAH'S GOLF COURSE	SAVANNAH'S GOLF COURSE	90020220001	Savannahs Golf Course Pro S	05/04/1990	955,291.00
2430024	SAVANNAH'S GREENS AND TEES	SAVANNAH'S GREENS AND TEES	90020220003	Savannahs Golf Course Pro S	05/04/1995	467,000.00
660206	SAVANNAH'S PLANTING	SAVANNAH'S PLANTING	90020220008	Savannahs Golf Course Pro S	03/12/1998	2,780.00
2430020	SAVANNAH'S WELLS	SAVANNAH'S WELLS	90020220007	Savannahs Golf Course Pro S	05/04/1990	50,000.00
732765	SCOREBOARD PORTABLE 9/PORCELAIN/BRONZE ALUM 1ST FL. EAST WALL	IN CORNER BY FIREPLACE	7101096000	Savannahs Golf Course Pro S 2002	07/15/2002	3,071.00
720835	TELEVISION MIDL 65H84 65 TOSHIBA	WORK CART	7110294000	Savannahs Golf Course Pro S 2005	01/04/2005	1,799.79
738847	UTILITY CART MPT 1000 ELECTRIC EZ-GO	WORK CART	3451308000	Savannahs Golf Course Pro S 2010	06/10/2010	8,000.00
720916	UTILITY VEHICLE TURF ELECTRIC CLUB CAR	WORK CART	3450866000	Savannahs Golf Course Pro S 2005	06/24/2005	4,802.40
720917	UTILITY VEHICLE TURF ELECTRIC CLUB CAR	WORK CART	3450867000	Savannahs Golf Course Pro S 2005	06/24/2005	4,802.40
	DESK	MANAGERS OFFICE		Habitat Golf Course		
	COMPUTER STAND	MANAGERS OFFICE		Habitat Golf Course		
	FILE CABINETS (2)	MANAGERS OFFICE		Habitat Golf Course		
	CHAIRS (2)	MANAGERS OFFICE		Habitat Golf Course		
	BOOK CASE	MANAGERS OFFICE		Habitat Golf Course		
	TELEPHONE	MANAGERS OFFICE		Habitat Golf Course		
	DESKS (2)	MANAGERS OFFICE		Habitat Golf Course		
	CHAIRS (2)	ASST. MGR. OFFICE		Habitat Golf Course		
	BOOK CASE	ASST. MGR. OFFICE		Habitat Golf Course		
	FILE CABINET	ASST. MGR. OFFICE		Habitat Golf Course		
	FAX MACHINE	ASST. MGR. OFFICE		Habitat Golf Course		
	TELEPHONE	ASST. MGR. OFFICE		Habitat Golf Course		
	WOODEN WORK STATIONS (2)	ASST. MGR. OFFICE		Habitat Golf Course		
	TELEVISION	ASST. MGR. OFFICE		Habitat Golf Course		
	DESK	STORAGE ROOM		Habitat Golf Course		
	CREDENZA	STORAGE ROOM		Habitat Golf Course		
	SAFES (2)	STORAGE ROOM		Habitat Golf Course		
	FILE CABINET	STORAGE ROOM		Habitat Golf Course		
	STORAGE RACKS (9)	STORAGE ROOM		Habitat Golf Course		
	FAX MACHINE	STORAGE ROOM		Habitat Golf Course		
	PRINTER	STORAGE ROOM		Habitat Golf Course		
	CLUB RACK	STORAGE ROOM		Habitat Golf Course		
	PUTTER RACK	STORAGE ROOM		Habitat Golf Course		
	WOODEN DISPLAY RACKS (2)	STORAGE ROOM		Habitat Golf Course		
	MANNEQUINS (2)	STORAGE ROOM		Habitat Golf Course		
	SUNGLASS DISPLAY	STORAGE ROOM		Habitat Golf Course		
	PORTABLE PA SYSTEM	STORAGE ROOM		Habitat Golf Course		
	TELEPHONE	STORAGE ROOM		Habitat Golf Course		
	PRO SHOP COUNTER	STORAGE ROOM		Habitat Golf Course		
	CREDENZAS (2)	PRO SHOP		Habitat Golf Course		
	COPY MACHINE	PRO SHOP		Habitat Golf Course		
		PRO SHOP		Habitat Golf Course		

will be removed

WOODEN STAND	PRO SHOP	Habitat Golf Course
METAL RETAIL DISPLAY STANDS (4)	PRO SHOP	Habitat Golf Course
CHAIRS (3)	PRO SHOP	Habitat Golf Course
SOCK RACK	PRO SHOP	Habitat Golf Course
RETAIL BALL RACKS	PRO SHOP	Habitat Golf Course
THREE BUCKET WOODEN BALL STAND	PRO SHOP	Habitat Golf Course
MANNEQUINS (2)	PRO SHOP	Habitat Golf Course
CLOTH CHAIRS (2)	PRO SHOP	Habitat Golf Course
COMPUTER STAND	PRO SHOP	Habitat Golf Course
JEWELRY COUNTERS (3)	PRO SHOP	Habitat Golf Course
TELEPHONE	PRO SHOP	Habitat Golf Course
SHOE FLOOR FOOT RESTS (2)	PRO SHOP	Habitat Golf Course
TELEVISION	PRO SHOP	Habitat Golf Course
REPAIR TOOL DISPLAY	PRO SHOP	Habitat Golf Course
CHAIR	STARTER SHACK	Habitat Golf Course
PA SYSTEM	STARTER SHACK	Habitat Golf Course
3 COMPARTMENT STAINLESS STEEL SINK (1)	CONCESSION AREA	Habitat Golf Course
STAINLESS STEEL HAND SINK	CONCESSION AREA	Habitat Golf Course
GRILL VENT HOOD	CONCESSION AREA	Habitat Golf Course
ICE MACHINE	CONCESSION AREA	Habitat Golf Course
VARIOUS MAINTENANCE TOOLS	MAINTENANCE BARN	Habitat Golf Course
PUTTER STAND	PRO SHOP	Spessard Holland
COMPUTER STAND	PRO SHOP	Spessard Holland
12 SHOE - SHOE RACK (9)	PRO SHOP	Spessard Holland
BIZ HUB PRINTER	PRO SHOP	Spessard Holland
AHEAD HAT DISPLAY	PRO SHOP	Spessard Holland
GOLF BALL DISPLAY RACK	PRO SHOP	Spessard Holland
COMPUTER - DELL OPTIPLEX 7010	PRO SHOP	Spessard Holland
SERVER - HP	PRO SHOP	Spessard Holland
MONITORS - GATEWAY (2)	PRO SHOP	Spessard Holland
CITIZEN RECEIPT PRINTER	PRO SHOP	Spessard Holland
MAGAZINE RACK	PRO SHOP	Spessard Holland
OFFICE CHAIR	MANAGERS OFFICE	Spessard Holland
DESK	MANAGERS OFFICE	Spessard Holland
CREDENZA	MANAGERS OFFICE	Spessard Holland
BOOK CASES	MANAGERS OFFICE	Spessard Holland
FRENCH DOOR CABINET	MANAGERS OFFICE	Spessard Holland
WHITEBOARD	MANAGERS OFFICE	Spessard Holland
COMPUTER - DELL T1600 - #84PCMS1	MANAGERS OFFICE	Spessard Holland
MONITOR - DELL	MANAGERS OFFICE	Spessard Holland
MONITOR - GATEWAY	MANAGERS OFFICE	Spessard Holland
SIDE CHAIR	MANAGERS OFFICE	Spessard Holland
DESK	ASST MGR OFFICE	Spessard Holland
OFFICE CHAIRS (2)	ASST MGR OFFICE	Spessard Holland
CREDENZA	ASST MGR OFFICE	Spessard Holland
4 DRAWER FILE CABINET	ASST MGR OFFICE	Spessard Holland
5 DRAWER FILE CABINET	ASST MGR OFFICE	Spessard Holland
COMPUTER - DELL T1600 0 #84N8MS1	ASST MGR OFFICE	Spessard Holland

Will be removed

Will be removed



TRUE KEG COOLER	CONCESSION AREA	Savannahs Golf Course
TRUE SANDWICH PREPARATION TABLE	CONCESSION AREA	Savannahs Golf Course
MANITOWAC ICE MAKER	CONCESSION AREA	Savannahs Golf Course
EMERSON MICROWAVE	CONCESSION AREA	Savannahs Golf Course
AD CRAFT DEEP FRYER	CONCESSION AREA	Savannahs Golf Course
40" ZENITH TV	CONCESSION AREA	Savannahs Golf Course
32" PRO SCAN TV	CONCESSION AREA	Savannahs Golf Course
TABLES (9)	CONCESSION AREA	Savannahs Golf Course
CHAIRS (36)	CONCESSION AREA	Savannahs Golf Course
HIGHTOP TABLES (4) & CHAIRS (8)	CONCESSION AREA	Savannahs Golf Course
STAINLESS STEEL TABLES (4)	CONCESSION AREA	Savannahs Golf Course
UPRIGHT FREEZER	CONCESSION AREA	Savannahs Golf Course
RYOBI RANDOM SANDER	CART BARN	Savannahs Golf Course
12 VOLT BOAT MOTOR	CART BARN	Savannahs Golf Course
10 FT BOAT	CART BARN	Savannahs Golf Course
WILTON TABLE VISE	CART BARN	Savannahs Golf Course
CRAFTSMAN TOOL CHEST WITH TOOLS	CART BARN	Savannahs Golf Course
FILE CABINETS (2)	CART BARN	Savannahs Golf Course
STORAGE RACKS (3)	CART BARN	Savannahs Golf Course
1 1/2 TON FLOOR JACK	CART BARN	Savannahs Golf Course
3 TON FLOOR JACK (2)	CART BARN	Savannahs Golf Course
MANUAL TIRE CHANGER	CART BARN	Savannahs Golf Course
30 GALLON AIR COMPRESSOR	CART BARN	Savannahs Golf Course
FLOOR FAN	CART BARN	Savannahs Golf Course
6 " THIN LINE BENCH GRINDER	CART BARN	Savannahs Golf Course
3 TON JACK STANDS (6)	CART BARN	Savannahs Golf Course
MANUAL GREASE GUN	CART BARN	Savannahs Golf Course
AIR POWERED GREASE GUN	CART BARN	Savannahs Golf Course
CENTRAL PNEUMATIC IMPACT TOOL	CART BARN	Savannahs Golf Course
PNEUMATIC AIR HAMMER	CART BARN	Savannahs Golf Course
PNEUMATIC METAL CUTTING TOOL	CART BARN	Savannahs Golf Course
MANUAL OPERATED CUTTING TOOL	CART BARN	Savannahs Golf Course
MANUAL OPERATED RIVOT TOOL	CART BARN	Savannahs Golf Course
DROMEL TOOL SET	CART BARN	Savannahs Golf Course
18 VOLT BATTERY POWER DRILL	CART BARN	Savannahs Golf Course
ALUMINUM CABINETS (2)	CART BARN	Savannahs Golf Course
CLUB CAR 36/48 VOLT BATTERY CHARGER UNIT	CART BARN	Savannahs Golf Course
LIGHT WEIGHT HAND TRUCK	CART BARN	Savannahs Golf Course
SHOP VAC	CART BARN	Savannahs Golf Course
ELECTRIC SAW	CART BARN	Savannahs Golf Course
DUROMAX WATER PUMP	CART BARN	Savannahs Golf Course
TWO WHEEL TRAILER CART	CART BARN	Savannahs Golf Course
ICE MACHINE	CART BARN	Savannahs Golf Course

EXHIBIT "F"



GolfNow Software License/Marketing/Technology Agreement and Order Form

The following Agreement between GolfNow G1, LLC ("GOLFNOW") and Brevard County Board of County Commissioners ("COUNTY") shall be effective as of 8/26/14 (the "Effective Date") and shall govern GOLFNOW's provision of software, marketing, and technology services for the following of COUNTY's golf courses: Spessard Holland, The Habitat, The Savannahs (the "courses") This Agreement shall be governed by the Standard Terms and Conditions attached hereto as Appendix A (incorporated herein by this reference). The Initial Term of this Agreement shall be for two (2) years and shall be non-cancellable. Upon expiration of the initial Term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either Party in writing at least thirty (30) days prior to any renewal term. COUNTY's Total Payment to GOLFNOW shall be in the amount indicated below, in exchange for which GOLFNOW shall provide COUNTY with access to the below-referenced services (the "Services") upon COUNTY's request, and an annual license to the below-referenced software (the "Software").

FORE Reservations Software Modules: GOLFNOW shall provide COUNTY with an annual license to each of the following FORE modules:

- FORE Reservations electronic tee sheet reservation system;
• FORE Sell point of sale software;
• FORE Marketing;
• FORE Cloud Backup.

GolfNow Core Platform:

- Promotion of COUNTY and COUNTY tee time inventory on Golfnow.com and GolfNow's network of partner websites;
• Marketing of courses across GOLFNOW assets (could include TV, web, print, radio, grassroots);
• Demand-based pricing support, Revenue at risk analysis, Tee sheet management services, Dedicated market management team, Real-time reporting; and
• GolfNow Central Technology: Web-based log in access, inclusive of online tools for managing tee time inventory and revenue management and auto adjust technology.

COUNTY Booking Engine and Facebook Booking Engine: GOLFNOW shall develop COUNTY's own golf courses booking engine (to be hosted on COUNTY website) and COUNTY Facebook Booking Engine (if applicable). COUNTY shall make Trade Times available for purchase on the Booking Engine(s). Among the features available for COUNTY are: Customizable booking engine components, Multiple rate options, Promotional code technology.

GolfNow Mail: GOLFNOW shall develop COUNTY Mail Customer Marketing Tool (to be integrated into COUNTY GolfNow Central login). Among the features available for COUNTY are: Multiple design and template options, Email marketing, customer profiles and segmentation.

Website and Mobile Website Development and Hosting: GOLFNOW shall develop COUNTY's own customized and unique desktop website and mobile website (each to be hosted on COUNTY-owned domains), utilizing one of several GOLFNOW templates designed to highlight specific course features and programs. GOLFNOW and COUNTY shall work cooperatively to identify appropriate features of the courses.

TeeTimes.com: GOLFNOW shall include the courses on TeeTimes.com website and mobile application.

GolfNow Premium Marketing Program: GOLFNOW shall provide COUNTY with premium exposure-based assets intended to increase course awareness through GOLFNOW-affiliated assets. All GOLFNOW exposures will link directly to COUNTY's individual course profile page. Exposures could include: WorldGolf/TravelGolf network (featured placements, banner exposure, content integration, etc. on applicable URLs and pages); database exposures; graphical exposures in relevant local market databases

Total Payment: \$12,000 Trade Times per day per golf course

Trade Time: one 18-hole foursome (with cart) made available for sale by GOLFNOW for its own benefit, the tee time of which shall be mutually agreed upon and between 30 minutes after course opening until 4.5 hours prior to dusk GOLFNOW shall have the ability to sell Trade Times for 1-4 players and the price is at the discretion of GOLFNOW Trade Times shall be available for purchase on COUNTY website, golfnow.com, and GOLFNOW's network of partner websites.

\*\*Split Online Fee: If COUNTY elects to charge an online fee for rounds booked on its website, GOLFNOW shall retain 99% round and remit the remainder to COUNTY

ATTEST

SCOTT ELLIS CLERK OF COURT

GOLF NOW

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

BY: MARY BOLIN LEWIS, CHAIRPERSON
(As approved by the Board of 8/26/2014)

Reviewed for legal form and content: (Assistant) County Attorney

**Appendix A**  
**Standard Terms and Conditions**

1. **GOLFNOW Services.** GOLFNOW shall provide GOLFNOW's Tee Time Marketing and Technology Services (the "Services") for the purpose of marketing, promoting and selling COUNTY tee times and enhancing COUNTY's technology. GOLFNOW shall provide access to COUNTY tee times to any of its branded websites, partner or affiliated websites or any other distribution channel. COUNTY shall honor all tee times reserved through GOLFNOW's distribution channels and shall treat all golfers originating from GOLFNOW with proper courtesy and respect. COUNTY shall make every effort to maintain its inventory in the most up-to-date manner possible, with proper communication to GOLFNOW regarding changes in availability, course conditions, etc... The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.
2. **GOLFNOW Software.** GOLFNOW grants COUNTY a limited, non-exclusive, non-transferable license to utilize the FORE Reservations Software (the "Software") as set forth on the included Order Form. COUNTY may use the Software for the purpose of managing and marketing COUNTY's golf COUNTY properties and may not sell, sublicense, lend, or otherwise transfer the Software to others. Neither COUNTY, nor any third party working with or on behalf of COUNTY, may reverse engineer, decompile, disassemble, or customize the Software including but not limited to, creating any software interface with the Software for the purpose of selling or marketing of tee times through the internet or any internet site, without the express knowledge and written agreement of GOLFNOW. COUNTY understands and acknowledges that all third party vendors must have a written agreement with GOLFNOW in order to create any interface with the Software.
3. **Fees and Pricing.** COUNTY's only payment to GOLFNOW shall be the "Total Payment" amount set forth on the Order Form attached hereto. COUNTY shall have the right to approve the price and amount of all non-Trade Time inventory offered in the GOLFNOW network. GOLFNOW shall receive tee times and rates equal to or better than those offered by COUNTY to any third-party distribution service.
4. **Term and Termination.** The Initial Term of this Agreement shall be for two (2) years and shall be non-cancellable. Upon expiration of the initial Term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either Party in writing at least thirty (30) days prior to any renewal term. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days' written notice. Upon termination of this Agreement, COUNTY shall delete and return all Software and all copies and sign a statement certifying same.
5. **Support and Training.** GOLFNOW shall provide COUNTY mutually agreed upon appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee. Telephone and email support shall be provided to COUNTY during normal business hours through GOLFNOW's published phone numbers and email addresses.
6. **Data Security.** Industry standards have been set by the Payment Card Industry Data Security Standards ("PCI Standards") for protection of customer information. The Parties represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer data to which they have access during the entire Term of this Agreement. GOLFNOW agrees that it will use systems, tools and security and take commercially reasonable steps to ensure COUNTY customer data hosted by GOLFNOW is not accessed, redistributed, duplicated, or modified.
7. **Limited Warranties and Remedies.** Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to the Agreement. GOLFNOW will provide the Services and the Software in a professional and workmanlike manner and free from any unreasonable defects, and GOLFNOW will use all reasonable means to fix any defect in the Software or Services that may arise. GOLFNOW will provide COUNTY with training on how to use the Software and Services and provide support as needed by COUNTY. GOLFNOW shall notify COUNTY in advance of any Software or Service updates and will provide appropriate training and/or materials to COUNTY concerning all updates. COUNTY and its authorized users will use the Software and Services only in accordance with this Agreement. Aside from these warranties, THE GOLFNOW SOFTWARE AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. With respect to malfunctioning Software, GOLFNOW's entire liability and COUNTY's exclusive remedy shall be either repair/replacement of the Software.
8. **Limitation of Liability.** EXCEPT FOR THIRD PARTY LIABILITIES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

9. Ownership of Property and Data All personally-identifiable customer information supplied to GOLFNOW by COUNTY (e.g. through the GOLFNOW booking engine or through the Software) remains the sole property of COUNTY, cannot be copied, sold or reused by GOLFNOW, and will be treated as confidential business information with at least the same degree of care as GOLFNOW's own confidential business information. All non-personally identifiable customer information supplied to GOLFNOW by COUNTY (e.g., anonymous survey results, general usage data), as well as all customer data obtained independently by GOLFNOW (e.g., through an end-user booking a tee time at golfnow.com or other affiliated websites) shall be GOLFNOW's sole property, but may be shared with COUNTY should the Parties agree and obtain end-user consent for such an arrangement. The following shall remain the sole and exclusive property of GOLFNOW: (a) the GOLFNOW Software and Services (including any of GOLFNOW's enhancements or upgrades thereto), and all other software and materials developed, conceived, originated, prepared, generated or furnished by GOLFNOW under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing. To the extent that GOLFNOW has provided COUNTY with any hardware, all such hardware shall remain GOLFNOW's property and shall be returned by COUNTY to GOLFNOW upon the earlier of termination of this Agreement due to breach or expiration of the Term.

10. Dispute Resolution. This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Florida without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between the Parties under or related to this Agreement. Any Dispute arising out of this Agreement which cannot be resolved by the Parties shall be governed exclusively by binding arbitration initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, conducted in Brevard County, Florida, and each party shall bear its own attorney's fees and costs. Either party shall have the right to take appropriate action to enforce any arbitration award in any court having jurisdiction over the applicable party. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

11. Miscellaneous. This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto - between COUNTY and GOLFNOW or FORE Reservations. Except as otherwise provided herein, GOLFNOW may amend the terms and conditions of this Agreement by giving COUNTY at least 60 days prior written notice thereof and giving COUNTY the option to terminate this Agreement within 30 days of receipt of such notice. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (pdf) sufficient to bind the Parties. The Agreement shall be binding upon GOLFNOW and COUNTY and their respective successors and assigns; provided, however, that COUNTY shall not assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of GOLFNOW, which consent shall not be unreasonably withheld, conditioned, or delayed. Any subcontractors retained by GOLFNOW to perform certain obligations hereunder shall be bound by and their actions are governed by this Agreement as if GOLFNOW itself was performing such obligations.

Traffic Assignment Request for comScore, Inc. Reporting

I, Mary Bolin Lewis (Name), Chairperson  
(Title) of Board of County Commissioners certify that Brevard County  
(COUNTY)

- a) is the majority owner of the URLs listed below,
- b) enjoys a legitimate business relationship with Golf Channel justifying the aggregation of this traffic, and
- c) requests assignment of the traffic to these URLs from COUNTY to Golf Channel in the comScore, Inc. syndicated audience measurement reports.

In requesting this assignment, I understand that the COUNTY will independently contribute traffic associated with the publisher from the assigned URLs in the syndicated audience reports for those entities where Golf Channel elects to include these URLs. This assigned traffic will contribute to Golf Channel's overall traffic, while remaining independently reportable. These URLs may not be assigned to any other company. In the event that comScore, Inc. receives multiple requests for assignment of the same URL, comScore, Inc. will review and honor the request most recently received.

I understand that this request is subject to review by comScore, Inc. to determine that the assignment of traffic is consistent with comScore, Inc. reporting rules. comScore, Inc. retains the right in its sole discretion to refuse the requested assignment if such assignment would in fact be inconsistent with comScore, Inc. reporting rules. If necessary, comScore, Inc. may require additional documentation to verify ownership of the URLs before granting this request. For example, if COUNTY is not the named registrant of the URLs listed below, COUNTY must provide documentation demonstrating that the registrant of those URLs is (1) owned or (2) employed by COUNTY.

I understand that acceptance of this letter by comScore, Inc. imposes no legal liability whatsoever on comScore, Inc. for damages, whether actual, incidental or consequential, relating to the maintenance or reporting of the attached URLs. I understand that the COUNTY is fully responsible for timely notification to comScore, Inc. of any updates to the list below, including, but not limited to, changes in ownership of any of those URLs.

COUNTY shall indemnify and hold harmless comScore, Inc. from and against any claims, liabilities, costs and expenses of any kind arising out of any allegation of improper assignment of the URLs pursuant to this letter. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the limitations of liability set forth in Section 768.28, Florida Statutes.

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in court of competent jurisdiction in and for Brevard County,

Florida, and any trial shall be non-jury.

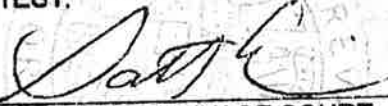
Modification. No modification of this Agreement shall be binding on the County or the Organization unless reduced to writing and signed by a duly authorized representative of County and the Organization.

Upon termination of the "GolfNow Software License/Marketing/Technology Agreement" between COUNTY and GolfNow G1, LLC., this Assignment shall immediately terminate.

[List of URLs here]

golfthe.savannahs.com  
golfthehabitat.com  
golfspessardholland.com

ATTEST:

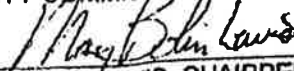


SCOTT ELLIS, CLERK OF COURT

DATE: 8/26/2014

BREVARD COUNTY BOARD OF  
COUNTY COMMISSIONERS

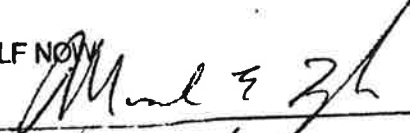
BY:

  
MARY BOLIN LEWIS, CHAIRPERSON

(As approved by the Board on 8/26/2014)

DATE: 8/26/2014

GOLF NOW



DATE:

9/23/14