

Meeting Date
11/3/15



AGENDA	
Section	New Business
Item No.	VI. B. 1.

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Month to Month Extension of the Agreement with International Golf Maintenance, RE: The Savannahs, The Habitat and Spessard Holland Golf Courses – Districts 2 & 3 Fiscal Impact: Expenditure increase of \$1,978 monthly.
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

Requested Action:

It is requested the Board of County Commissioners approve a month to month extension of the current agreement with an increase of 1.5% (\$1,973 monthly) with International Golf Maintenance (IGM) for a period not to exceed twelve (12) months for the maintenance of the County's three (3) Golf Courses – The Savannahs, The Habitat and Spessard Holland.

Summary Explanation & Background:

On November 21, 2010 the County entered into an agreement with IGM for total golf course maintenance services at The Savannahs, The Habitat and Spessard Holland Golf Courses for an initial term of three (3) years with options to exercise renewals for two (2) additional terms of twelve (12) months each. The second renewal option will expire on November 20, 2015.


In regular session on August 18, 2015, the Board authorized the advertisement of Request for Proposals (RFP) for the potential lease of the County's golf courses. RFP submittals have been received. Meetings of the Selection and Negotiation Committees are scheduled to be held in November.

Due to the expiration of the existing agreement with IGM, this month to month extension is necessary for the continued maintenance services of the golf courses. It is recommended the current agreement be extended on a month to month basis for a period not to exceed twelve (12) months in order to maintain current maintenance levels. IGM has requested an increase of 1.5% over the existing agreement during this month to month extension. The monthly payments will increase from \$131,497.67 to \$133,470.14 (\$1,973 monthly). Staff has reviewed the request and concurs this increase is fair and reasonable. Funding is available in the approved budget.

The agreement has been reviewed and approved by the County Attorney's Office and Risk Management.

Clerk to the Board Instructions:

Exhibits Attached: Agreement

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR <input type="checkbox"/>
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

November 4, 2015

MEMORANDUM

TO: Jack Masson, Parks and Recreation Director

RE: Item VI.B.1., Month to Month Extension of Agreement with International Golf Maintenance for The Savannahs, The Habitat, and Spessard Holland Golf Courses

The Board of County Commissioners, in regular session on November 3, 2015, executed a month to month extension of Agreement to Existing Contract with International Golf Maintenance (IGM) with an increase of 1.5 percent (\$1,973 monthly), and a period not to exceed twelve (12) months for the maintenance of the County's three (3) Golf Courses, The Savannahs, The Habitat, and Spessard Holland. Enclosed are three executed Agreements.

Upon execution by International Golf Maintenance, please return a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encls. (3)

cc: Contracts Administration
Finance
Budget

FKRECS-ADMIN
NOV102015PM12:55

AGREEMENT TO EXTEND EXISTING CONTRACT

THIS AGREEMENT made and entered into this 3 day of November, 2015 by and between INTERNATIONAL GOLF MAINTENANCE, INC., hereinafter referred to as "Contractor," and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into Agreement on November 4, 2010 and;

WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time and;

WHEREAS, the parties acknowledge the original Agreement expired November 20, 2013 and was extended through November 20, 2015; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. That the previous Agreement between the parties under the Agreement is hereby extended in its term from November 21, 2015 to November 20, 2016 on a month to month basis.

2. Attachment "C" shall be amended to increase payments by 1.5% as follows:

Habitat Golf Course	\$46,504.94/monthly
Savannahs Golf Course	\$45,159.38/monthly
Spessard Holland Golf Course	\$41,805.82/ monthly
Grand Total All Courses Per Month	\$133,470.14

3. That all terms and conditions of the previous Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

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



Received

NOV 19 2015

Parks & Recreation Admin

Witness:

By 

Reviewed for legal form and content:

By 
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By 
ROBIN L. FISHER, Chairman

CONTRACTOR:

By 
Greg A Plotner, VP of IGM
Print Name and Title

ATTESTED:


SCOTT ELLIS, CLERK

APPROVED BY THE BOARD 11/3/15

Received

OCT 29 2014

Parks & Recreation Administration

AGREEMENT TO EXTEND EXISTING CONTRACT

THIS AGREEMENT made and entered into this 24 day of October, 2014 by and between INTERNATIONAL GOLF MAINTENANCE, INC., hereinafter referred to as "Contractor," and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into Agreement on November 4, 2010 and;

WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time and;

WHEREAS, the parties acknowledge the original Agreement expired November 20, 2013 and was extended through November 20, 2014; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hererby agree, as follows:

1. That the previous Agreement between the parties under the Agreement is hereby extended in its term from November 21, 2014 through November 20, 2015 under the same terms and conditions otherwise expressed therein.
2. That all terms and conditions of the previous Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

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

Witness:

By Susan E. DeLaut

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By Jack Masson
Jack Masson, Parks & Recreation Director

Reviewed for legal form and content:

By Matthew S.
Assistant County Attorney

CONTRACTOR:

By Lyn A. P.

AGREEMENT TO EXTEND EXISTING CONTRACT

THIS AGREEMENT made and entered into this 17 day of September 2013 by and between INTERNATIONAL GOLF MAINTENANCE, INC., hereinafter referred to as "Contractor," and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into Agreement on November 4, 2010 and;

WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time and;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hererby agree, as follows:

1. That the previous Agreement between the parties under the Agreement is hereby extended in its term from November 21, 2013 through November 20, 2014 under the same terms and conditions otherwise expressed therein.
2. That all terms and conditions of the previous Agreement, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

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

Witness:

By Susan Eichenlaub

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By Jack Masson
Jack Masson, Parks & Recreation Director

Reviewed for legal form and content:

By Matthew Lee
Assistant County Attorney

CONTRACTOR:

By [Signature]

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 (3rd) 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 Florid 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.

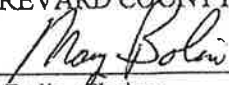
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

ATTEST:

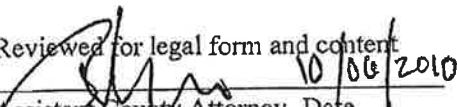


Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

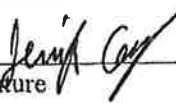
Mary Bolin, Chairman

Reviewed for legal form and content


Assistant County Attorney- Date 10/06/2010

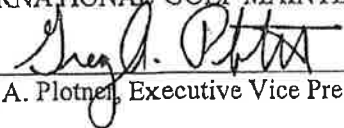
As approved by the Board on: 07/07/2009

WITNESS:



Signature
Jennifer George, Admin Ast.
Printed Name and Title

INTERNATIONAL GOLF MAINTENANCE, INC.

By: 

Greg A. Plotner, Executive Vice President
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. Aeirification 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 aerification 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 aerification 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 "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.

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- 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.

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- 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.
- National Sex Offender Public Website - www.nsopw.gov

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

- FDLE - www.fdle.state.fl.us/
- Brevard County Clerk E-Facts - www.brevardclerk.us.
- National Sex Offender Public Website - 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.
- National Sex Offender Public Website - www.nsopw.gov
- Florida Department of Corrections - 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).

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- 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

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- 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.



Howard Tipton
County Manager
Brevard County, Florida

ATTACHMENT "E"

Course Maintenance Schedules

Please call Sue at X52046 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.

1. Contractor: International Golf Maintenance	
2. Fund/Account #:	Division Name: Parks & Recreation Administration
4. Contract Description: Golf Maintenance/Extend Existing Contract	
5. Contract Monitor: Sue Eichenlaub	6. Mail Stop #: 82
7. Dept./Office Director: Jack Masson	8. Class Code:
ACTION DATE: ASAP	ACTION REQUIREMENT: Review/Approve

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 _____	10/14/15 _____
Risk Management	X _____	_____	JLJ _____	10/20/15 _____
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.*

Please call Sue at X52046 when ready for pick up. Thanks!

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	<u>YES</u>	<u>NO</u>		
User Agency	X _____	_____	JM _____	10/14/15 _____
Risk Management	_____	_____	_____	_____
County Attorney	<u> X </u> _____	_____	<u> MJ </u> _____	<u> 10/22/15 </u> _____

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

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