

ITQ No.  
18-R069387AJ  
GOLF COURSE INSPECTION  
CONSULTING SERVICES (988-31)  
AUGUST 7, 2018

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**NOTICE TO BIDDERS**

**NO. 18-R069387AJ**

**GOLF COURSE INSPECTION CONSULTING SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive quotes from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Bidders), to provide Golf Course Inspections, as specified in this Invitation to Quote.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Quotes in response to this ITQ is **August 24, 2018 at 3:00 P.M. ET**. Quotes must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205.

**SOLICITATION INFORMATION CONFERENCE:**

There is no Information Conference scheduled for this invitation to quote.

**QUESTIONS AND CLARIFICATION REQUESTS:**

Submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation to Quote to the Manatee County Procurement Division by August 13, 2018. Questions and inquiries should be submitted via email to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section 8.12 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Abigail Jenkins, Sr Procurement Agent  
(941) 749-3062, Fax (941) 749-3034  
Email: [abigail.jenkins@mymanatee.org](mailto:abigail.jenkins@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: 

## Table of Contents

Section	Page
1 Background and Contact Information	4
2.0 Due Diligence	4
3.0 Scope/Specifications	4
4.0 ITQ Schedule	5
5.0 Quote and Submission Process	5
6.0 Agreement/Purchase Order	5
7.0 Quote Requirements	6
8.0 ITQ General Terms and Conditions	7
9.0 Insurances and Bonds	13
 <b>Attachments</b>	
Attachment A Scope of Work	
Attachment B Minimum Qualifications	
Attachment C Quotation Form	
Attachment D Special Requirements	
Attachment E Public Contracting and Environmental Crimes Certification	
Attachment F Sample Agreement	
Exhibit 1 Agreement 11-0481BG Golf Course Management Agreement	

**INVITATION TO QUOTE  
FOR  
GOLF COURSE INSPECTION CONSULTING SERVICES  
QUOTE NUMBER: 18-R069387AJ  
ISSUE DATE: August 7, 2018**

**1.0 Purpose and Contact Information**

The Manatee County Government (County) issues this Invitation to Quote (ITQ) for Golf Course Inspection services. Companies and/or individuals that are qualified to provide the required goods/services (Bidders) are invited to submit a response (Quote) to this ITQ.

**1.01 Purpose**

This ITQ is issued for the purpose of engaging an experienced Golf Course Inspector (Consultant) to perform inspections of the Buffalo Creek and Manatee Golf Courses.

**1.02 Contact Information**

The County representative regarding this ITQ is:

- **Abigail Jenkins**
- **abigail.jenkins@mymanatee.org**
- **941-749-3062**

**2.0 Due Diligence**

The County will conduct a due diligence review of all Quotes received to determine if the Bidder is responsible and responsive. To be responsive a Bidder must submit a Quote that conforms in all material respects to the requirements of this ITQ and contains all the information, fully completed attachments and forms, and other documentation required. Quotes that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Bidder must meet the minimum qualification requirements as stated in Attachment B and have the capability to perform the Scope of Services contained in this ITQ. Quotes submitted by Bidders that are deemed non-responsive will not be considered or evaluated. Bidder must submit the information and documentation requested in Attachment B that confirms it meets the Minimum Qualification Requirements as stated in Attachment B.

**3.0 Scope of Work**

The successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Golf Course Inspection services that meets the requirements of the County and as specified in Attachment A, Scope of Services.

Consultant shall conduct an initial inspection, no later than September 12, 2018, for the sole purpose of establishing base line conditions at the Buffalo Creek Golf Course and the Manatee Golf Course. After the initial inspection, and for each year thereafter, the Consultant will perform biannual inspections: one to be completed in May and the other to be completed in November. The purpose of the biannual inspections is to compare the conditions of each golf course to their base line conditions. The comparisons will be used as an assessment tool by Manatee County to on-going conditions as compared to the Initial Inspection (baseline) report.

#### **4.0 ITQ Schedule**

Scheduled Item	Scheduled Date
Question deadline	August 14, 2018
Final Addendum issued	August 21, 2018
Quote Deadline	August 24, 2018, by 3:00 p.m., ET
Award recommendation	August 31, 2018

#### **5.0 Quote and Submission Process**

##### **5.01 Quote**

Complete the Quote form that details all costs associated with providing Golf Course Inspection services as specified herein.

##### **5.02 Submission Process**

Submit the Quote by the Quote Deadline stated above to the Procurement Division representative assigned to this solicitation via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or deliver to 1112 Manatee Ave., West, Bradenton, FL 34205, Suite 803.

#### **6.0 Term**

##### **6.01 Term**

The term of the Agreement will be September 12, 2018 through September 11, 2019 with the option to renew for four (4) additional one (1) year periods.

##### **6.02 Terms and Conditions of Award**

Award of an Agreement is subject to the approval as provided for in the current Manatee County Procurement Code and Administrative Standards and Procedures. The Agreement will be substantially in the form of the sample Agreement incorporated in this ITQ as Attachment F, Successful Bidder's Quote and any subsequent information requested from the Successful Bidder by the County.

Additionally, the Successful Bidder will be required to be registered with the Florida Department of State, Division of Corporations to do business in the State of Florida ([www.sunbiz.org](http://www.sunbiz.org)).

##### **6.03 Payment and Invoices**

Payment will be made in accordance with Florida State Statutes and with a payment schedule approved by the County and the Successful Bidder. Invoices required by this ITQ will be to the County in a manner accepted by the County and will include at a minimum the invoice date, invoice amount, date, goods provided/services performed, and purchase order number.

##### **6.04 Taxes**

All taxes of any kind and character payable for the work done and materials furnished under the Purchase Order will be paid by the Successful Bidder. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Bidder upon the tangible personal property incorporated in the work and such taxes will be paid by the Successful Bidder. County is exempt from all State sales taxes.

## **7.0 Quote Requirements**

### **7.01 ITQ Process**

This ITQ will in no manner be construed as a commitment on the part of the County to award a Purchase Order. The County reserves the right to postpone or cancel this ITQ process; to negotiate, select or procure parts of services; to change or modify the ITQ schedule at any time; to award a Purchase Order to another Bidder if the Successful Bidder does not agree to the terms and conditions of this Purchase Order or if the Successful Bidder's performance does not meet the requirements in this ITQ; and to award a Purchase Order based on the overall best value to the County not necessarily the lowest Quote. The County reserves the right to recover damages from any Successful Bidder that does not perform after the award of such Purchase Order.

### **7.02 Rejection of Quotes**

Quotes containing any omission, alterations of form, additions or conditions not requested, conditional or alternate Quotes, incomplete Quotes, will be considered irregular and may be rejected. The County reserves the right to waive any technicalities and formalities in this ITQ process or in the Quotes thereto and make the award in the best interest of the County. The County may, at its discretion, reject any or all Quotes.

### **7.03 Cost of Preparation**

All costs associated with preparing and delivering the Quote will be borne entirely by the Bidder. The County will not compensate the Bidder for any expenses incurred by the Bidder as a result of this ITQ process.

### **7.04 Questions and Addenda**

All questions concerning this ITQ must be submitted in writing to the Procurement Division prior to the Question Deadline as stated in the ITQ Schedule. It is the responsibility of the Bidder to verify the County received its question or inquiry concerning this ITQ. All questions and answers will be provided to each potential Bidder in the form of an addendum posted on the Procurement webpage of the County website.

### **7.05 Additional Information and Presentations**

The County reserves the right to request additional information, if applicable, from select Bidders based on the needs of the County.

### **7.06 Government Entities**

The County reserves the right to utilize applicable State of Florida contracts or other approved cooperative contracts for any items or services covered by this ITQ when it is in the best interest of the County.

Successful Bidder agrees to make available to all governmental agencies, authorities, departments, and municipalities the Quote prices submitted with the successful Quote should any governmental agency, authority, department, and municipality (collectively referred to as Public Entities) desire to buy under the successful Quote.

The County will not be responsible for any transactions between the successful Bidder and Public Entities that may elect to utilize the successful Quote. All terms, prices and conditions of the successful Quote will apply between the Successful Bidder and Public Entities utilizing the

successful Quote. As a condition of using the successful Quote, the Public Entity and Successful Bidder shall hold the County harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this ITQ are for the County requirements only.

## **8.0 ITQ General Terms and Conditions**

### **8.01 Binding Offer**

A Bidder's Quote will remain valid for a period of 60 days following the Quote Deadline and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Quote will be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this ITQ.

### **8.02 Insurance Requirements**

Successful Bidder must maintain the insurance limits and coverages, as identified in Section 9.0, uninterrupted or amended through the term of the Agreement/Purchase Order. In the event the Successful Bidder becomes in default of the insurance requirements the County reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the County, members of the County's governing body, and the County officers, volunteers and employees are included as additional insured.

### **8.03 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 Quote on a contract to provide any goods or services to a public entity; may not submit a Quote on a contract with a public entity for the construction or repair of a public building or public work; may not submit a Quote on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **8.04 Drug-Free Workplace Program Certification**

In accordance with Section 287.087, Florida Statutes, whenever two or more Quotes are equal, preference will be given to the Quote received from a business that certifies it has implemented a drug-free workplace program. If none or all of the equal Bidders have a drug-free workplace program, the Bidder where the Quote is received with the earliest date, time stamp will be awarded the Purchase Order. Bidders must complete and return the Drug-Free Workplace form included with the Quote.

### **8.05 Convicted Vendor List**

A Bidder cannot be listed on the Florida Department of Management Services, Convicted Vendor List, as defined in Section 287.133(3) (d), Florida Statutes. ([www.dms.myflorida.com](http://www.dms.myflorida.com))

### **8.06 Collusion**

More than one Quote from the same Bidder under the same or different names will not be considered. Joint Quotes will not be accepted. Reasonable grounds for believing that a Bidder is submitting more than one Quote will cause the rejection of all Quotes in which the Bidder is

involved. Quotes will be rejected if there is reason for believing that collusion exists among Bidders and no participant in such collusion will be considered in any future solicitations for a period of six months following the Quote Deadline for this ITQ.

8.07 Public Disclosure

All documents and other materials or documents submitted by a Bidder in response to this ITQ will become the property of the County. The County is subject to the open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Bidder to the County are subject to public disclosure. The Bidder specifically waives any claims against the County related to the disclosure of any materials if made under a public records request.

8.08 Procurement Protest Policy

Failure to follow the procurement protest policy set out in the County policies constitutes a waiver of the Bidder's protest and resulting claims. A copy of the procurement protest policy may be obtained by contacting the County via mail at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org).

8.09 Disclosure

Upon receipt, all inquiries and responses to inquiries related to this Invitation to Quote become "Public Records", and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Quotes become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Quotes shall be conducted at the public opening.

If County rejects all Quotes and concurrently notices its intent to reissue the solicitation, the rejected Quotes are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A Quote is not exempt for longer than twelve (12) months after the initial notice of rejection of all Quotes.

Pursuant to Florida Statute 119.0701, to the extent Successful Bidder is performing services on behalf of County, Successful Bidder must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.



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

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIAOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.**

#### 8.10 Trade Secrets

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Quote in response to a Invitation to Quote are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Quote in response to the Invitation to Quote shall belong exclusively to County.

To the extent that Bidder desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Quote that are not declared as trade secret. In addition, Bidder shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Bidder shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Bidder shall provide a hard copy of its Quote that redacts all information designated as trade secret.

In conjunction with trade secret designation, Bidder acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Bidders request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Bidder's Quote, the Bidder at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure.

Action by Bidder in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire Quote as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Quote is non-responsive.

8.11 Confidentiality of Security Related Records

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
  - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

Prior to the employment of any person under this contract, the Successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a Quote in response to this ITQ, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

8.12 Lobbying

After the issuance of any ITQ, prospective Bidder, Bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the ITQ with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this ITQ, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an ITQ and ends upon execution of the final Agreement or when the ITQ has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

8.13 License and Permits

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

8.14 Health Insurance Portability and Accountability Act (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

8.15 Minority and/or Disadvantaged Business Enterprise

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

**9.0 Insurances and Bonds**

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Bidder. The Successful Bidder shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

STANDARD INSURANCES	REQUIRED LIMITS
<p>1. <input checked="" type="checkbox"/> <b>Automobile Liability Insurance:</b></p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Combined Single Limit; OR</li> <li>• \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage</li> <li>• \$ <u>10,000</u> Personal Injury Protection (No Fault)</li> <li>• \$ <u>500,000</u> Hired, Non-Owned Liability</li> <li>• \$ <u>10,000</u> Medical Payments</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> <b>Commercial General Liability Insurance:</b></p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Single Limit Per Occurrence</li> <li>• \$ <u>2,000,000</u> Aggregate</li> <li>• \$ <u>1,000,000</u> Products/Completed Operations Aggregate</li> <li>• \$ 1,000,000 Personal and Advertising Injury Liability</li> <li>• \$ 50,000 Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ <u>1,000,000</u>, Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>)</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> <b>Employer's Liability Insurance</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>100,000</u> Each Accident</li> <li>• \$ <u>500,000</u> Disease Each Employee</li> <li>• \$ <u>500,000</u> Disease Policy Limit</li> </ul>

<p>4. <input checked="" type="checkbox"/> <b>Worker's Compensation Insurance</b></p> <p><input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act Coverage</b></p> <p><input type="checkbox"/> <b>Jones Act Coverage</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.</li> <li>• If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><b><u>OTHER INSURANCES</u></b></p>	<p><b><u>REQUIRED LIMITS</u></b></p>
<p>5. <input type="checkbox"/> <b>Aircraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>6. <input type="checkbox"/> <b>Unmanned Aircraft Liability Insurance (Drone)</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>7. <input type="checkbox"/> <b>Installation Floater Insurance</b></p>	<p>When the contract or agreement <b>does not</b> include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• 100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>

<p><b>8. <input checked="" type="checkbox"/> Professional Liability and/or Errors and Omissions (E&amp;O) Liability Insurances</b></p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence</li> <li>• \$ <u>2,000,000</u> General Aggregate</li> </ul>
<p><b>9. <input type="checkbox"/> Builder's Risk Insurance</b></p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p><b>10. <input type="checkbox"/> Cyber Liability Insurance</b></p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Security Breach Liability</li> <li>• \$ _____ Security Breach Expense Each Occurrence</li> <li>• \$ _____ Security Breach Expense Aggregate</li> <li>• \$ _____ Replacement or Restoration of Electronic Data</li> <li>• \$ _____ Extortion Threats</li> <li>• \$ _____ Business Income and Extra Expense</li> <li>• \$ _____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.</p>
<p><b>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</b></p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then</p>

	<p>coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>
<p>12. <input type="checkbox"/> <b>Hazardous Waste Transportation Insurance</b></p>	<p>Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p>13. <input type="checkbox"/> <b>Liquor Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li><u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>

<p><b>14. <input type="checkbox"/> Garage Keeper's Liability Insurance</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>
<p><b>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</b></p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.</li> </ul>
<p><b>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p><b>17. <input type="checkbox"/> Other (Please Specify)</b></p>	



<b><u>BOND REQUIREMENTS</u></b>	
<b>18. <input type="checkbox"/> Bid Bond</b>	<p>A Bid Bond in the amount of \$_____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<b>19. <input type="checkbox"/> Payment and Performance Bond</b>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

## INSURANCE REQUIREMENTS

### **I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **1. Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Bidder, his agents, representatives, and employees; products and completed operations of the Successful Bidder; or automobiles owned, leased, hired or borrowed by the Successful Bidder. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Bidder shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Bidder's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form, unless specifically noted otherwise.

#### **2. Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Bidder for the County.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

In addition, when requested in writing from the County, Successful Bidder will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

**Manatee County, a Political Subdivision of the State of Florida**

**Attn: Purchasing Division - Procurement**

**1112 Manatee Avenue West**

**Bradenton, FL 34205**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
  3. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.
  4. Successful Bidder shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  5. Successful Bidder agrees that should at any time Successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The Successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  7. The Successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the Successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth to the procurement representative.
  9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Bidder's obligation to provide and maintain the insurance coverage specified.
- IV. Successful Bidder understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of

waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

- V.** The enclosed Hold Harmless Agreement shall be signed by the Successful Bidder and shall become a part of the contract.
- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

## INSURANCE STATEMENT

**THE UNDERSIGNED** has read and understands the insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Bidder Name:

Date:

Signature  
(Authorized  
Official):

Printed Name/Title:

Insurance Agency:

Agent Name:

Agent Phone:

***Return this signed statement with your bid or Quote.***

**ATTACHMENT A**  
**SCOPE OF WORK**  
**ITQ NUMBER 18-R069387AJ**

**A. BACKGROUND INFORMATION**

Manatee County is a mid-sized Florida County located on the southwest coast and consists of nine miles of beaches on the Gulf of Mexico coastline, 741 square miles of land, approximately 311,000 residents, and attracts more than two million visitors each year.

The County owns two public golf courses: Buffalo Creek Golf Course, located at 8100 69th Street East, Palmetto, Florida 34222 and Manatee Golf Course, located at 6415 53rd Avenue West, Bradenton, Florida 34210 (collectively referred to as Golf Courses), as depicted in Exhibit A. Both are Par 72 courses.

The Golf Courses, in general terms, are described as follows:

**Buffalo Creek Golf Course:**

A championship golf course designed by Ron Garl, Buffalo Creek opened in 1988. It is situated in a natural environment with no homes bordering the course. The Buffalo Creek Golf Course measures 7,000 yards from the back tees, with undulating Bermuda greens, large waste areas, par three located over water, and with an ever-present breeze.

Facilities include:

- Putting Green
- Grass Driving Range with Target Greens
- Chipping Green
- 18 Hole Golf Course

Additional maintenance related information includes approximately:

- 2.5 acres of greens
- 5.5 acres of tees
- 33 acres of fairways
- 120 acres of roughs
- 15 acres of driving range
- 1 acre of Driving Range Tee
- 1.5 acre of clubhouse turf
- 30 bunkers
- 17 acres of separate lakes are currently maintained by a third-party vendor.
- More than 500 sprinkler Toro 670 & 855 heads on 13 stations using reclaimed water from an onsite lake which operates at 135lbs. pressure and is supplied at 1200gpm.
- Turf variety used is Tifd.419

**Manatee Golf Course:**

Considered one of the area's best public golf courses, Manatee Golf Course opened in 1977. Manatee Golf Course meanders through natural wetlands and well-placed water hazards with no forced carries. There are many well placed fairways and greenside bunkers. The back tees measure 6,355 yards with a course rating of 70.6 and slope of 123.

Facilities include:

- Putting Green
- Grass Driving Range with Target Greens
- Chipping Green
- 18 Hole Golf Course

Additional maintenance related information includes that there are approximately:

- 3 acres of greens and collars
- 4.5 acres of tees
- 33 acres of fairways
- 50 acres of roughs
- 10 acres of driving range
- 1 acre of Driving Range Tee
- 1.5 acre of clubhouse turf
- 39 bunkers
- 8 acres of lakes that are currently maintained by a third-party vendor
- More than 400+ sprinkler Toro 670 & 855 heads on 13 stations using reclaimed water from an adjacent Waste Water Treatment Plant delivered to a lake on the course.
- Turf variety used is Tifd.419

Rounds of Golf Played

Golf Course	FY15/16	FY16/17
Buffalo Creek	47,672	42,876
Manatee Golf Course	40,731	40,307

On June 12, 2018, the Manatee County Board of County Commissioners executed a golf course management agreement for the operation, management and maintenance of the Golf Courses with Pope Golf, LLC.

Manatee County is requesting proposals from experienced golf course consultants to establish and provide quality control inspections in accordance with the terms of the golf course management agreement.

**B. SCOPE**

The Successful Bidder (hereinafter in this Scope referred to as Consultant) shall provide all labor, management, travel, equipment and supplies necessary to perform an initial inspection no later than September 12, 2018, for the sole purpose of establishing base line conditions at the Golf Courses (Initial Inspection) and biannual inspections to compare the current Golf Courses' condition to the Initial Inspection findings, (Biannual Inspection), each year thereafter.

The Consultant's responsibilities, as part of the biannual inspection, are to compare the conditions of the Golf Courses as compared to other high-quality golf courses in Southwest Florida. At the conclusion of each inspection, Consultant shall provide a report to the County on the conditions of the Golf Courses (Inspection Report). The comparisons will be used as an assessment tool by Manatee County to identify deficiencies. Following each biannual inspection, Pope Golf LLC, (Manager) will take the corrective action necessary, if any, to restore the Golf Courses to their base line conditions. The Consultant shall provide additional inspection services, as required, to evaluate the fulfillment of the corrective actions by the Manager.

**C. GENERAL REQUIREMENTS**

Consultant shall provide the following requirements:

**1. Initial Inspection (Baseline conditions)**

- a. Initial Inspection (Base Line conditions) shall be completed by September 12, 2018.
- b. Initial inspection shall be used to create the base line Inspection Report.
- c. Both Manatee County staff and Manager staff may accompany the Consultant on the Initial Inspection.
- d. Provide a copy of the Inspection Report to both Manatee County and Manager within seven days of the Initial Inspection.

**2. Biannual Inspection**

- a. To be completed in May and November of each year.
- b. All biannual Inspection Reports shall provide comparisons to the Initial Inspection report with findings and recommendations.
- c. Perform all bi-annual inspections independently.
- d. Bi-annual Inspection Reports shall be submitted to Manatee County and Manager within seven days after the bi-annual inspection.

**3. Follow-up Inspections**

- a. To be completed within six (6) months to one (1) year, as directed by the County.
- b. The purpose of the follow-up inspection is to determine if the corrective action(s) noted in the bi-annual inspection has been satisfied.
- c. Follow-up Inspection Reports shall be submitted to Manatee County and Manager.

**D. SERVICE REQUIREMENTS**

1. As per the agreement between Manatee County and Manager, the County and Manager have agreed that the criteria for the Initial Inspection and biannual will be completed as outlined in this Scope of Services. The Consultant will ensure the initial inspection and biannual inspections are based upon all the required criteria.
  - a. Ensure the Manager is providing and maintaining a golf cart fleet of a minimum of fifty (50) carts.
    - i. The golf cart fleet is to be stored and clean daily as well as cleaning of the cart storage facility.
    - ii. The golf cart washing is performed in accordance with the most current federal, State and local environmental regulations.



- b. Ensure the Manager is maintaining all lakes on the Golf Courses including control of algae and nuisance vegetation.
- c. Ensure the Manager is maintaining all landscaping on the Golf Courses.
- d. Ensure the Manager is providing, replenishing and collecting driving range golf balls daily.
- e. Ensure the Manager is providing and keeping current all safety data sheet ("SDS"), (formerly known as Material Safety Data Sheet) information for all hazardous materials.
- f. Ensure the Manager is furnishing sufficient labor, materials, supplies and equipment to maintain the Golf Courses to a high quality consistent with other similar municipal golf courses charging similar greens fees.
- g. The Consultant's inspections shall include the areas of the Golf Courses maintained by the Manager which includes: equipment maintenance 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, trees, parking lots and medians.
- h. Ensure the dead trees are either removed, if in a high traffic area, or left as a snag in accordance with Audubon Cooperative Sanctuary Program for Golf Courses standards.
- i. Ensure removed trees that are replaced are replaced with a similar species tree. Replacements will take into consideration the tree's architectural significance, impact on surrounding turf growth (shade), playability and location.
- j. Ensure palm trees in the parking lot and around the clubhouse are trimmed annually and that all other palm trees on the Golf Courses are trimmed as needed. All trees will be trimmed around the cart paths and traffic areas, as needed, to allow clearance for golf carts and maintenance equipment.
- k. Ensure the Manager is furnishing sufficient labor and supervision to professionally maintain and improve upon the existing Golf Courses in accordance with the terms and conditions of the management agreement.
- l. Ensure the Manager is performing all functions essential to providing quality playing conditions including mowing, irrigating, cup changing, tee marker management, grooming, seeding, and topdressing.
- m. Ensure the Manager is developing and performing necessary turf management programs and actions to achieve the standards set forth in the management agreement.
- n. Ensure the Manager has repaired of any damage to the Golf Courses that is caused by Manager or Manager's agents. NOTE: Repairs are to be made in a manner which restores the damaged area to the Initial Inspection condition or better.
- o. Ensure that irrigation systems are fully functional and maintained by Manager.
- p. Ensure the Manager has personnel approved as Certified Florida Lawn and Ornamental Pesticide applicators licensed by the Florida Department of Agriculture and Consumer Services for application of pesticides on the Golf Courses.

- q. Ensure the Manager is removing aquatic weed and litter to keep all bodies of water free from litter and unwanted aquatic plant life such as algae and hydrilla plankton.
- r. Ensure the Manager is maintaining the natural areas within the boundaries of the play areas.
- s. Ensure the Manager is providing all necessary signage for cart traffic and driving ranges and ensure cart traffic signs are moved to reduce damage to heavy traffic areas.

**E. EQUIPMENT & MATERIALS**

- 1. The Consultant is responsible for providing the materials and equipment needed or pertaining to the above stated inspection at his/her own cost and expense. All equipment provided by the Consultant shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.
- 2. Any supplies or equipment left at the golf courses will be the responsibility of the Consultant. The County will not be responsible for any lost, stolen, or broken equipment or supplies.
- 3. Prior to any inspection, or as part of any inspection, the Consultant can halt the inspection if it determines that conditions on the Golf Courses pose a hazard that would preclude Consultant's ability to safely perform its inspection responsibilities. In the event that unsafe conditions are determined by Consultant to exist, Consultant shall immediately contact the Manager and the County and suspend its inspection activities until such time as the unsafe conditions are corrected. As such, Consultant assumes all risk and liability for its personal safety in the performance of the inspection activities under the Agreement.

**END OF ATTACHMENT A**

**ATTACHMENT B  
MINIMUM QUALIFICATIONS**

Bidders must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

**No documentation is required. The County will verify registration.**

2. Bidder must possess a current, valid certification in golf course maintenance from a nationally recognized professional golf institution (e.g., USGA, FGCSA) or from a college or university program for best management practices for golf courses to perform the work described herein.

**Provide a copy of Bidder's golf course maintenance certification from a nationally recognized professional golf institution, college or university.**

3. The Bidder has provided Golf Course Inspection services to at least three (3) golf courses, each with a minimum 72 par course, within the past five (5) years, and at least one of those courses was owned by a government.

**Provide the following information for the three (3) qualifying clients.**

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)

4. Bidder has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

**Bidder must complete Attachment D Public Contracting and Environment Crimes Certification and submit with its Offer attesting that it has not been convicted of a public entity crime or environmental law in the past five years.**

5. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation. If Bidder is not a joint venture, provide a statement to that effect.**

6. Bidder has no reported conflict of interests in relation to this ITQ.

**Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.**

END OF ATTACHMENT

ATTACHMENT C

QUOTATION FORM

ITQ NUMBER 18-R0693387AJ

GOLF COURSE INSPECTION SERVICES

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
INITIAL INSPECTION (BASELINE)	1		
BIANNUAL INSPECTION	2		
FOLLOWUP INSPECTION	2		
ESTIMATED ANNUAL TOTAL FOR AWARD			

**ATTACHMENT D**  
**Special Requirements**

1. Consultant warrants to County that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under an agreement.
2. Consultant agrees that they shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under an agreement. Consultant shall stipulate and certify that he/she is qualified to inspect public golf courses, maintain the education and required licenses or permits necessary to provide inspections and shall continue to maintain such licenses or permits during the tenure of an agreement.
3. Consultant shall not promote any privately-owned business in a County park/facility or solicit any participant in a County park/facility for any privately-owned business.
4. Consultant may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the approved scope of services for this agreement. It is further understood that such action(s) may result in immediate termination of an agreement and the forfeiture of all compensation due to the Consultant.
5. Any website and social networking sites created by and operated by Consultant referencing operations on County property shall be monitored and approved by the County for content.
6. Consultant shall abide by the rules and regulations of the County as promulgated from time to time.
7. Consultant shall report all accidents or incidents to the County immediately after occurrence.
8. Manatee County requires that Consultant postpone the scheduled inspection whenever severe storms or other climatic, health or structural related hazards make human health or safety a concern.
9. All assistants or substitutes utilized by Consultant must have prior written approval of the County. The County reserves the right to perform background checks on Consultant(s) and the staff at the County's sole discretion. The County may require that Consultant not be permitted to utilize assistants or substitutes.
10. Although the County shall not control Consultant's techniques, methods, procedures, or sequence of instruction, Consultant will comply with the County's policies and procedures so as not to interfere with the operation of the golf course, harm or damage the equipment or facilities, or otherwise disrupt the on-site golf activities being offered and the golfers playing at the golf courses.
11. Submit a minimum of two (2) sample Golf Course Inspection Reports.
12. Submit Sample Golf Course Inspection Forms.

**ATTACHMENT D**  
**Special Requirements**

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized Official): \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

ATTACHMENT E  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**  
SWORN STATEMENT PURSUANT TO ARTICLE V,  
MANATEE COUNTY PURCHASING ORDINANCE

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the Manatee County Board of County Commissioners by

\_\_\_\_\_  
[Print individual's name and title]

for

\_\_\_\_\_  
[Print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.

I understand that no person or entity shall be awarded or receive a County agreement for public improvements, procurement of goods or services (including professional services) or a County lease, franchise, concession or management agreement, or shall receive a grant of County monies unless such person or entity has submitted a written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common



Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature

My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

# ATTACHMENT F - SAMPLE AGREEMENT



**AGREEMENT No. [ENTER NUMBER]**

**[ENTER TITLE]**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**[ENTER CONSULTANT NAME]  
(CONSULTANT)**

## **AGREEMENT FOR [INSERT TYPE OF SERVICE]**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **[INSERT COMPANY NAME]**, a [<enter the state of incorporation> and identify if it is a Company, Corporation, Limited Liability Company, etc.], (“**CONSULTANT**”) with offices located at [Insert address], and duly authorized to conduct business in the State of Florida. COUNTY and CONSULTANT are collectively referred to as the “Parties” and individually as “Party.”

**WHEREAS**, CONSULTANT engages in the business of providing [INSERT TYPE OF SERVICE]; and

**WHEREAS**, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONSULTANT to render the professional services described in this Agreement; and

**WHEREAS**, this Agreement is a result of CONSULTANT’S submission of a proposal in response to Request for Proposal No. [INSERT RFP NUMBER] and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

**NOW, THEREFORE**, the COUNTY and CONSULTANT, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### **ARTICLE 1. SCOPE OF SERVICES**

CONSULTANT shall provide professional services as described in Exhibit A, Scope of Services. “Task” as used in this Agreement, refers to particular categories/groupings of services specified in Exhibit A.

### **ARTICLE 2. EXHIBITS INCORPORATED**

This Agreement consists of a primary contract and <number> exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Work Assignment
- Exhibit D** Affidavit of No Conflict
- Exhibit E** Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

### **ARTICLE 3. AGREEMENT TERM**

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force until all Work Assignments issued during the effective period of this Agreement are completed, unless terminated by COUNTY pursuant to Article 12, but not to exceed [Insert number of years].
- B. COUNTY reserves the right to extend the initial term of number of years for an additional number of years not to exceed a total of number of years.

### **ARTICLE 4. COMPENSATION**

- A. Compensation payable to CONSULTANT for services rendered and expenditures incurred in providing the services specified in **Exhibit A** shall be established for each written Work Assignment issued in accordance with Article 9.
- B. Compensation to CONSULTANT shall be based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized for each Work Assignment.
- C. The fee rates specified in **Exhibit B** shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

### **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the services specified in **Exhibit A** at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice that includes a description of authorized work performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due and owing as of the invoice date. All invoices shall include the number which COUNTY shall assign to this Agreement and will be provided to CONSULTANT in writing, upon execution of this Agreement.
- D. If any Task requires units of deliverables, such units must be received and accepted in writing by the COUNTY prior to payment.

- E. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- F. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.
- G. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the COUNTY prior to payment.
- H. All costs of providing the services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- I. Any dispute between COUNTY and CONSULTANT with regard to the percentage of the Work Assignment that has been completed or CONSULTANT'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 14 of this Agreement.

#### **ARTICLE 6. RESPONSIBILITIES OF CONSULTANT**

- A. CONSULTANT shall appoint an Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT'S Agent shall have the authority to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT'S Agent shall have the right to designate other employees of CONSULTANT to serve in his or her absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONSULTANT shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONSULTANT shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONSULTANT shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit D**.

- F. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONSULTANT shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONSULTANT remove from the project any of CONSULTANT'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

#### **ARTICLE 7. RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. COUNTY shall provide prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONSULTANT and shall respond and issue notices to proceed in a timely manner.

- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONSULTANT.

#### **ARTICLE 8. COUNTY'S PROJECT MANAGER**

The Project Managers shall be appointed to represent COUNTY in all technical matters pertaining to and arising from the work and performance of this Agreement. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONSULTANT.
- B. Providing CONSULTANT written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.
- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.
- D. Provide CONSULTANT with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

#### **ARTICLE 9. WORK ASSIGNMENTS**

- A. CONSULTANT shall provide services only after receipt of a written Work Assignment issued in accordance with this Article and in accordance with the form provided in **Exhibit C**. Work Assignments shall be signed by CONSULTANT and COUNTY and shall constitute supplemental agreements entered into under the terms and conditions of this Agreement.
- B. Each Work Assignment shall establish the following:
  - 1. A title for the project and a general description of the purpose for the work.
  - 2. From the services listed in **Exhibit A**, the specific services to be provided under the Work Assignment and any additional information necessary to describe the nature of these services.
  - 3. The services that will be furnished for a fixed fee and the services to be furnished based upon time and charges provided.
  - 4. The maximum total compensation and reimbursable expenses that will be paid to CONSULTANT by COUNTY upon completion of the Work Assignment.

5. An agreed upon date of completion for each Work Assignment. Where identified services within a Work Assignment must be completed by a specific date prior to the completion of the entire Work Assignment, such date shall be stated in the Work Assignment.
  6. Additional duties and obligations of the Parties with respect to a Work Assignment that are not provided for in this Agreement.
  7. The identification of the person(s) who will serve as CONSULTANT'S Project Manager and COUNTY'S Project Manager for the Work Assignment.
- C. When a Work Assignment calls for the preparation of plans, specifications, maps and reports, these items as well as all data collected, together with summaries and charts of said date, shall be considered works made for hire and shall become the property of COUNTY without restriction or limitation on their use; and shall be made available, upon request, to COUNTY at any time. CONSULTANT shall not copyright any material or product developed under this Agreement.
- D. All final plans, documents, reports, studies and other data prepared by CONSULTANT shall bear the endorsement of a person in the full employ of CONSULTANT.
- E. It shall be the responsibility of CONSULTANT to ensure that all projects and services are completed timely. If the completion of a project or service is expected to be delayed, CONSULTANT shall promptly submit a written request to the Project Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Project Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Project Manager determines that an extension of a Work Assignment deadline is appropriate, a recommendation for a Change Order shall be initiated.
- F. Any Work Assignment, including reimbursable expenses, shall not be effective until approved and executed by the County.
- G. When a Work Assignment is complete, CONSULTANT shall notify COUNTY in writing. Thereupon COUNTY, within thirty (30) days, shall either provide its written acceptance or give CONSULTANT written notice of any unfinished or improperly performed services to be finished or corrected. If such written notice of acceptance or exception is not given within this period of time, the services shall be deemed to have been accepted by COUNTY. However, acceptance of the work performed by CONSULTANT shall never be construed as an acceptance of improper, defective or deficient work.

#### **ARTICLE 10. NEGOTIATION OF WORK ASSIGNMENT**

For each project, grouping of substantially similar services and activities for a group of projects, feasibility studies or special projects, COUNTY shall negotiate each Work Assignment based upon estimated hours and/or fee rates, projected by CONSULTANT and in accordance with the



rate schedule specified in **Exhibit B**. Compensation for each Work Assignment shall be based on actual hours performed and/or fee rates, but in no event shall CONSULTANT be eligible for reimbursement in excess of the amount established in a Work Assignment. COUNTY'S Purchasing Official may authorize, in writing, in advance, adjustments in the compensation for particular phases or tasks established in the Work Assignment provided such adjustments do not exceed the maximum compensation and reimbursable expenditures authorized for the particular Work Assignment.

## **ARTICLE 11. COUNTY OWNERSHIP OF WORK PRODUCT**

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONSULTANT hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONSULTANT further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

## **ARTICLE 12. TERMINATION OF AGREEMENT**

### **A. TERMINATION FOR CAUSE:**

1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement (Work Assignments, if applicable), to include:
  - a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
  - b. Failure to deliver the supplies or perform the services within the time specified in the Work Assignments; or
  - c. Progress that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of the Agreement. This liability includes any increased costs

incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:
  - a. Stop work on the date and to the extent specified;
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
  - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
  - d. Continue and complete all parts of that work that have not been terminated.

#### B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, or individual Work Assignments without cause. COUNTY shall provide CONSULTANT a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONSULTANT shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONSULTANT to properly perform pursuant to this Agreement. CONSULTANT shall not be entitled to any other compensation, including anticipated profits on unperformed services.

### **ARTICLE 13. TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONSULTANT to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;

- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

#### **ARTICLE 14. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONSULTANT, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONSULTANT of any amount that is determined to be owed by the COUNTY.

CONSULTANT agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

#### **ARTICLE 15. COMPLIANCE WITH LAWS**

All services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONSULTANT shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

#### **ARTICLE 16. NON-DISCRIMINATION**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

#### **ARTICLE 17. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by

COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

- B. CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONSULTANT'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONSULTANT shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONSULTANT shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONSULTANT. CONSULTANT shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

#### **ARTICLE 18. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent CONSULTANT is performing services on behalf of COUNTY, CONSULTANT shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONSULTANT does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

**Phone: 941.742.5845**

**Email: [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)**

**Mail or hand delivery:  
Attn: Records Manager  
1112 Manatee Avenue West  
Bradenton, FL 34205**

**ARTICLE 19. INDEMNIFICATION**

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action of property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

**ARTICLE 20. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

## **ARTICLE 21. INSURANCE**

- A. CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit E**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit E** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit E**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

## **ARTICLE 22. LEGAL SERVICES**

If notified in writing by the Office of the County Attorney, CONSULTANT agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
  - 1. Predisposition, pretrial, or prehearing preparation.
  - 2. Preparation of court exhibits.
  - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
  - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY'S position in court.
- D. Compensation for litigation services shall not exceed CONSULTANT'S Fee Rate Schedule

specified in **Exhibit B**. The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

- E. CONSULTANT'S travel expenses will be submitted and paid in accordance with Florida Statutes § 112.061 provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.
- F. CONSULTANT shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

### **ARTICLE 23. SOLICITATION OF AGREEMENT**

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

### **ARTICLE 24. ASSIGNMENT AND SUBCONTRACTING**

CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONSULTANT asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONSULTANT shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONSULTANT, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

### **ARTICLE 25. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

CONSULTANT warrants that it has not employed or retained any company or person other than

a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **ARTICLE 26. KEY PERSONNEL**

The following key personnel are hereby assigned to this Agreement by CONSULTANT:

Enter Name, Title

CONSULTANT shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONSULTANT shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

#### **ARTICLE 27. SUB-CONSULTANTS**

If CONSULTANT receives written approval from the COUNTY to use the services of a sub-consultant(s), CONSULTANT shall utilize the sub-consultant fees specified in **Exhibit B**. CONSULTANT shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-consultant.

#### **ARTICLE 28. PROFESSIONAL LIABILITY.**

To the fullest extent allowed by law, the individuals performing professional services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONSULTANT shall likewise be liable for negligent acts or omissions in the performance of professional services pursuant to this Agreement.

#### **ARTICLE 29. NOTICES**

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:



To COUNTY:           Manatee County Government  
  Department  
  Attn:  
  Address  
  City, State, Zip  
  Phone: (941)  
  Email:

To CONSULTANT:   Consultant Name  
  Attn: Representative Name  
  Address  
  City, State, Zip  
  Phone: (        )  
  Email:

### **ARTICLE 30. RELATIONSHIP OF PARTIES**

The relationship of CONSULTANT to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of CONSULTANT any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONSULTANT in connection with this Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

### **ARTICLE 31. NO CONFLICT**

By accepting award of this Agreement, CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

### **ARTICLE 32. ETHICAL CONSIDERATIONS**

CONSULTANT recognizes that in rendering the services pursuant to the provisions of this Agreement, CONSULTANT is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONSULTANT shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONSULTANT shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

### **ARTICLE 33. PUBLIC ENTITY CRIMES**

CONSULTANT has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

### **ARTICLE 34. TAXES**

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONSULTANT is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONSULTANT'S normal tax liability.

CONSULTANT shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONSULTANT under applicable law to the extent that CONSULTANT is responsible for the payment of same under applicable law.

### **ARTICLE 35. FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

### **ARTICLE 36. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

### **ARTICLE 37. ATTORNEY FEES**

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

## **ARTICLE 38. PATENT AND COPYRIGHT RESPONSIBILITY**

Any material, design or supplied specified by CONSULTANT or supplied by CONSULTANT pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONSULTANT shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONSULTANT in the performance of the professional [Enter Type of Service] services.

## **ARTICLE 39. AMENDMENTS**

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

## **ARTICLE 40. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

## **ARTICLE 41. LEGAL REFERENCES**

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

## **ARTICLE 42. HEADINGS, CONSTRUCTION**

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

## **ARTICLE 43. TIME**

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

**ARTICLE 44. AUTHORITY TO EXECUTE**

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

**CONSULTANT NAME**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title of Above Signer

Date: \_\_\_\_\_

**MANATEE COUNTY, a political subdivision of the  
State of Florida**

By: \_\_\_\_\_

Theresa Webb, M.A., CPPO, CPPB, CPSM,  
C.P.M., Procurement Official

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**FEE RATE SCHEDULE**

**EXHIBIT C**  
**WORK ASSIGNMENT**

WORK ASSIGNMENT NUMBER: \_\_\_\_\_

Pursuant to the Manatee County, Florida, Agreement for \_\_\_\_\_ Services entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Insert Consultant name \_\_\_\_\_, hereinafter referred to as "CONSULTANT," a determination has been made by COUNTY that there is a need for the performance of or rendering of services by CONSULTANT of a certain "Work Assignment" under the purview of said Agreement, and CONSULTANT is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: \_\_\_\_\_

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

CONSULTANT shall perform tasks as more specifically detailed in Attachments 1 through 3 as follows:

Attachment 1, Scope of Services  
Attachment 2, Hourly Fee Schedule  
Attachment 3, Schedule

Compensation to CONSULTANT for rendering all of the above identified services and products shall not exceed \$\_\_\_\_\_. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description # \_\_\_\_\_ - \$ \_\_\_\_\_

Task/Description # \_\_\_\_\_ - \$ \_\_\_\_\_

COUNTY may authorize, in writing, in advance, adjustments in the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the task completed.



CONSULTANT agrees to perform or render services in accordance with this Agreement No. \_\_\_\_\_ for \_\_\_\_\_ Services and this Work Assignment dated \_\_\_\_\_.

**CONSULTANT NAME, Consultant**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MANATEE COUNTY, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**  
**AFFIDAVIT OF NO CONFLICT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] \_\_\_\_\_, as [INSERT TITLE] \_\_\_\_\_ of [INSERT SUPPLIER NAME] \_\_\_\_\_, with full authority to bind (hereinafter "CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. \_\_\_\_\_ for \_\_\_\_\_.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large

Commission No. \_\_\_\_\_

**EXHIBIT E**  
**INSURANCE AND BOND REQUIREMENTS**

The CONSULTANT will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The CONSULTANT shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<b><u>STANDARD INSURANCES</u></b>	<b><u>REQUIRED LIMITS</u></b>
<b>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</b>	Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than: <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Combined Single Limit; OR</li> <li>• \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage</li> <li>• \$ <u>10,000</u> Personal Injury Protection (No Fault)</li> <li>• \$ <u>500,000</u> Hired, Non-Owned Liability</li> <li>• \$ <u>10,000</u> Medical Payments</li> </ul> <i>This policy shall contain severability of interests' provisions.</i>
<b>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</b>  <i>(Per Occurrence form only; claims-made form is not acceptable)</i>	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Single Limit Per Occurrence</li> <li>• \$ <u>2,000,000</u> Aggregate</li> <li>• \$ <u>1,000,000</u> Products/Completed Operations Aggregate</li> <li>• \$ <u>1,000,000</u> Personal and Advertising Injury Liability</li> <li>• \$ <u>50,000</u> Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ <u>1,000,000</u>, Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>)</li> </ul> <i>This policy shall contain severability of interests' provisions.</i>
<b>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</b>	Coverage limits of not less than: <ul style="list-style-type: none"> <li>• \$ <u>100,000</u> Each Accident</li> <li>• \$ <u>500,000</u> Disease Each Employee</li> <li>• \$ <u>500,000</u> Disease Policy Limit</li> <li>• </li> </ul>
<b>4. <input checked="" type="checkbox"/> Worker's</b>	Coverage limits of not less than: <ul style="list-style-type: none"> <li>• Statutory workers' compensation coverage shall apply for all</li> </ul>

<p><b>Compensation Insurance</b></p> <p><input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act Coverage</b></p> <p><input type="checkbox"/> <b>Jones Act Coverage</b></p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> <li>• If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><b><u>OTHER INSURANCES</u></b></p>	<p><b><u>REQUIRED LIMITS</u></b></p>
<p>5. <input type="checkbox"/> <b>Aircraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>6. <input type="checkbox"/> <b>Unmanned Aircraft Liability Insurance (Drone)</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>7. <input type="checkbox"/> <b>Installation Floater Insurance</b></p>	<p>When the contract or agreement <b>does not</b> include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• 100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>
<p>8. <input checked="" type="checkbox"/> <b>Professional Liability and/or Errors and Omissions</b></p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p>

<b>(E&amp;O) Liability Insurances</b>	<ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence</li> <li>• \$ <u>2,000,000</u> General Aggregate</li> </ul>
<b>9. <input type="checkbox"/> Builder's Risk Insurance</b>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<b>10. <input type="checkbox"/> Cyber Liability Insurance</b>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Security Breach Liability</li> <li>• \$ _____ Security Breach Expense Each Occurrence</li> <li>• \$ _____ Security Breach Expense Aggregate</li> <li>• \$ _____ Replacement or Restoration of Electronic Data</li> <li>• \$ _____ Extortion Threats</li> <li>• \$ _____ Business Income and Extra Expense</li> <li>• \$ _____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<b>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</b>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u></li> </ul>

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>When applicable, CONSULTANT shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>
<p><b>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</b></p>	<p>CONSULTANT shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p><b>13. <input type="checkbox"/> Liquor Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li><u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>
<p><b>14. <input type="checkbox"/> Garage Keeper's Liability Insurance</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>

<p><b>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</b></p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the County asset(s) in the CONSULTANT'S care, custody and control.</li> </ul>
<p><b>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$10,000 Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p><b>17. <input type="checkbox"/> Other [Specify]</b></p>	

<p align="center"><b><u>BOND REQUIREMENTS</u></b></p>	
<p><b>1. <input type="checkbox"/> Bid Bond</b></p>	<p>A Bid Bond in the amount of \$_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>

<p>2. <input type="checkbox"/> <b>Payment and Performance Bond</b></p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

Approved: \_\_\_\_\_

Date: \_\_\_\_\_



## **INSURANCE REQUIREMENTS**

### **I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONSULTANT, his agents, representatives, and employees; products and completed operations of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONSULTANT shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONSULTANT'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONSULTANT's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONSULTANT for the COUNTY.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONSULTANT shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONSULTANT will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
  - d. CONSULTANT shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  - e. CONSULTANT agrees that should at any time CONSULTANT fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
  - f. The CONSULTANT waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  - g. The CONSULTANT has sole responsibility for all insurance premiums and policy deductibles.
  - h. It is the CONSULTANT'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONSULTANT shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONSULTANT shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONSULTANT's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** CONSULTANT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONSULTANT'S obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the CONSULTANT and shall become a part of the contract.

V. CONSULTANT understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

## **VII. BONDING REQUIREMENTS**

**Bid Bond/Certified Check.** By submitting a proposal, the CONSULTANT agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The CONSULTANT further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONSULTANT further agrees that in case the CONSULTANT fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONSULTANT, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the CONSULTANT shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONSULTANT of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONSULTANT to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONSULTANT being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONSULTANT shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONSULTANT until the CONSULTANT has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONSULTANT. Failure of the CONSULTANT to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONSULTANT or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONSULTANT of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

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### CONSULTANT'S INSURANCE STATEMENT

**THE UNDERSIGNED** has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Consultant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_ Surety Phone: \_\_\_\_\_

*Please return this completed and signed statement with your agreement.*

# EXHIBIT 1

GOLF COURSE MANAGEMENT AGREEMENT  
for the  
OPERATIONS, MANAGEMENT AND  
MAINTENANCE OF PROPERTIES at  
MANATEE COUNTY GOLF COURSE AND  
BUFFALO CREEK GOLF COURSE

*between*

MANATEE COUNTY (AS COUNTY)

*and*

POPE GOLF, LLC (AS MANAGER)

Agreement #: 11-0481BG

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## TABLE OF CONTENTS

	<u>Page</u>
Article 1-- Definitions .....	2-3
Article 2-- Purpose of Management Agreement.....	3
Article 3-- Authorized use of the Properties .....	3-4
Article 4--Compensation to MANAGER.....	4
Article 5--Remittance Payment .....	5
Article 6--Reports and Records.....	5
Article 7--Term and Renewal .....	5
Article 8--Buildings, Structures, Equipment, Maintenance and Improvements .....	5-9
Article 9--Maintenance of Courses, Greens and Fairways .....	9-10
Article 10--Capital Improvements by MANAGER.....	10-11
Article 11--MANAGER'S Products, Operations and Services .....	11-13
Article 12--Environmental Responsibility .....	13-14
Article 13-- Subcontractor .....	14
Article 14--Agreement Monitoring .....	14-15
Article 15--Sale of Alcoholic Beverages .....	15
Article 16--Liability for damage, Indemnity, and Insurance.....	15-19
Article 17--Rights under this Agreement; Assignment .....	19
Article 18-- Approvals .....	19
Article 19-- Notices.....	19-20
Article 20--Public Records .....	20-21
Article 21-- Termination.....	21-23
Article 22--Entire Agreement and Amendments; Termination of Prior Agreements .....	23



**Article 23—Waiver of Compensation .....23**

**Article 24—Miscellaneous Provisions ..... 23-25**

**Signature Page.....26**

**Exhibits Schedule .....27**

**Exhibit A—Site Locations..... 2 Pages**

**Exhibit B—Fixed Assets Listing..... 5 Pages**

**Exhibit C – County Buildings and Structures..... 1 Page**

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**GOLF COURSE MANAGEMENT AGREEMENT**

*for the*

**OPERATIONS, MANAGEMENT AND MAINTENANCE OF PROPERTIES at  
MANATEE COUNTY GOLF COURSE AND BUFFALO CREEK GOLF COURSE**

**THIS GOLF COURSE MANAGEMENT AGREEMENT** ("Agreement") is made and entered into on this 12 day of June, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**", with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205 and **POPE GOLF, LLC**, a Florida limited liability company, hereinafter referred to as "**MANAGER**", whose address is 438 Interstate Court, Sarasota, Florida 34240.

**WHEREAS**, COUNTY caused a public announcement to be made, distributed and published, requesting proposals (RFP11 – 0481BG) for the competitive selection of a provider of operations, management and maintenance of properties at Manatee County Golf Course and Buffalo Creek Golf Course; and

**WHEREAS**, as the result of that solicitation, COUNTY and MANAGER (collectively the "Parties") entered into a Franchise License Agreement dated August 9, 2011 (the "Original Agreement"); and

**WHEREAS**, the Original Agreement contemplated renewals extending to August 11, 2026; and

**WHEREAS**, on August 12, 2011, the Parties executed a first amendment to the Original Agreement to address certain matters related to inventory of assets, audit rules and capital improvement matters; and

**WHEREAS**, on May 8, 2012, the Parties executed a second amendment to the Original Agreement to clarify certain terms related to revenue and to amend certain terms and conditions related to calculation of gross profits; and

**WHEREAS**, on April 11, 2013, the Parties executed a third amendment to the Original Agreement to create a mechanism for accounting for capital projects; and

**WHEREAS**, on August 11, 2016, the Parties executed a fourth amendment to the Original Agreement to temporarily extend the Original Agreement to September 30, 2016; and

**WHEREAS**, on October 11, 2016 the Parties executed an Amended and Restated Agreement ("Amended Agreement"), which incorporated language from the Original Agreement, from the four amendments cited above, and other changes to the terms and conditions deemed to



be in the best interest of both Parties, and which became effective on the 1<sup>st</sup> day of October 2016;  
and

**WHEREAS**, the Parties mutually determined the Amended Agreement should be terminated and renegotiated with certain amendments to the terms and conditions that are in the best interest of both Parties; and

**WHEREAS**, Articles 22 and 23 of the Amended Agreement provides that termination and amendment shall be made only by written document, properly authorized, executed and delivered to the Parties; and

**WHEREAS**, both Parties have agreed to terminate the Amended Agreement and enter into this Agreement; and

**WHEREAS**, this Agreement incorporates language from the Original Agreement, from the four amendments cited above, the Amended Agreement, and other changes to the terms and conditions deemed to be in the best interests of both Parties; and

**WHEREAS**, the Parties intend that this Agreement shall supersede and replace the Original Agreement between the Parties dated August 9, 2011, Amendments 1, 2, 3 and 4 thereto, and the Amended Agreement dated October 11, 2016.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

#### **ARTICLE 1. DEFINITIONS**

For the purpose of this Agreement, the following terms shall have the following definitions:

**1.1 Capital Improvements:** shall be defined as set forth in Article 10 of this Agreement.

**1.2 Contract Manager:** Duly authorized representative of the Parks and Natural Resources Department serving as the COUNTY'S primary contact in regard to the administration of this Agreement.

**1.3 Effective Date:** The date set forth above.

**1.4 General Manager:** MANAGER'S full time staff person who shall oversee the operations, management and maintenance at the Properties.

**1.5 Golf Course:** All areas of golf play including but not limited to: tees, fairways, greens, rough, hazards, cart paths and practice areas.

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1.6 Properties (or individually, a "Property"): All land and buildings owned by COUNTY devoted to golf course activities at the Manatee County Golf Course with an address of 6415 53rd Avenue West, Bradenton, FL 34210 and at the Buffalo Creek Golf Course with an address of 8100 69th Street East, Palmetto, FL 34221, as more fully described in **Exhibit A**, Site Locations, attached hereto and incorporated herein by reference.

1.7 Subcontractor: A person or entity who has a direct contract with MANAGER to perform work or provide services related to this Agreement and/or the Properties. The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

## **ARTICLE 2. PURPOSE OF MANAGEMENT AGREEMENT**

2.1 To enhance and promote the COUNTY as a unique community and to provide for the comfort in and enjoyment of the use of the Manatee County Golf Course and Buffalo Creek Golf Course by the public, COUNTY hereby grants unto MANAGER the right and privilege to provide COUNTY with exclusive golf course operations, management and maintenance services at the Properties in accordance with the terms, conditions and limitations of this Agreement.

2.2 It is intended that the MANAGER increase public access and maintain competitive public golfing rates while improving the Golf Course at each of the Properties.

2.3 This Agreement and the rights and privileges granted to MANAGER hereunder for full operations, management and maintenance of the public Golf Courses at the Properties includes the sale of food, beverages, retail items and rental of specified equipment and are exclusive, except as follows:

- a. Except as specifically provided for herein with respect to MANAGER'S use and operation of the Properties under this Agreement, COUNTY shall at all times continue to retain and have the unqualified right to make any and all reasonable determinations concerning or relating to the Properties. COUNTY agrees to consult with MANAGER prior to making such determinations.
- b. At the COUNTY'S discretion, the COUNTY may sponsor charity beneficiary tournaments annually at either Property. COUNTY shall provide reasonable notice to the MANAGER of such event. Outside vendors supporting such event(s) shall provide appropriate insurance coverage for their service(s) at the event(s) and name both the COUNTY and MANAGER as additional insureds.

## **ARTICLE 3. AUTHORIZED USE OF THE PROPERTIES**

3.1 The Properties shall be used only for the purpose of operating a Golf Course and for purposes normally incidental to the operation of Golf Courses and for no other purposes without the express written consent of COUNTY.

3.2 MANAGER reserves the right to refuse permission for tournaments to be conducted by businesses, groups or organizations associated with subjects that conflict with the Parks and



Natural Resources Department's mission of providing recreational opportunities to children and families, or are otherwise inconsistent with the County's mission or MANAGER'S business reputation.

- a. MANAGER acknowledges that COUNTY conducts periodic physical inventories and/or audits of its assets. MANAGER shall, with reasonable notice, permit COUNTY to conduct such activities on the Properties. A representative of the MANAGER shall be available for consultation if requested. At least 24 hours advance notice will be provided by COUNTY to MANAGER whenever possible.
- b. Notwithstanding the forgoing, authorized COUNTY employees, representatives, contractors or agents reserve the right to inspect the premises and/or operations at any time with or without prior notice including all existing easements and rights of way, at all times for any COUNTY business reason.

#### **ARTICLE 4. COMPENSATION TO MANAGER**

4.1 As compensation to MANAGER for operations, management and maintenance of the Properties, COUNTY agrees to compensate MANAGER on a management fee basis. As such, MANAGER shall withhold all income generated by the Properties as compensation, less Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000.00) per year to be remitted by MANAGER to the COUNTY ("Remittance Payment"). MANAGER shall remit to the COUNTY equal quarterly payments in the amount of Sixty-Eight Thousand Seven Hundred Fifty and 00/100 Dollars (\$68,750.00) to COUNTY by the 10<sup>th</sup> day of the month following the end of each quarter with interest accruing ten (10) calendar days thereafter. The first payment shall be for the period of October 1, 2018 through December 31, 2018. The successive quarterly periods shall be as follows: January 1<sup>st</sup> through March 31<sup>st</sup>, April 1<sup>st</sup> through June 30<sup>th</sup>, and July 1<sup>st</sup> through September 30<sup>th</sup> and October 1<sup>st</sup> through December 31<sup>st</sup> for each year of the Agreement term. Payment to the COUNTY for any period of the Agreement less than one full quarter, shall be prorated in the amount of Seven Hundred Fifty-Three and 42/100 Dollars (\$753.42) per day.

If either Party terminates this Agreement, compensation shall be prorated for the days of services performed during the final quarter in accordance with the above payment schedule.

4.2 MANAGER shall be solely responsible for any income, ad valorem, rental, sales, tangible personal property or similar taxes levied upon MANAGER'S revenues, property or equipment arising from this Agreement. MANAGER shall pay all such taxes directly to the entity or agency assessing the taxes, unless COUNTY is required by law to collect and remit such taxes. Upon COUNTY'S request, MANAGER shall provide COUNTY with documentation evidencing the payment of any and all taxes paid directly to the entity or agency collecting the taxes.

4.3 In the event MANAGER fails to remit any part of or the entire \$275,000.00 to COUNTY under the provisions of this Agreement, interest at one and one half percent (1.5 %) per month shall accrue against each delinquent payment until the same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision or its implementation, shall preclude COUNTY from terminating this Agreement for default, beginning procedures to collect on the

performance bond, or pursuing any other remedies as provided herein or by law. COUNTY'S acceptance of late payment of any fees or charges shall not constitute a waiver of COUNTY'S right to assess interest on future late payments or to terminate this Agreement in the event of any subsequent default by MANAGER in the payment of any fees or charges on the date the same shall be due and payable.

#### **ARTICLE 5. REMITTANCE PAYMENT**

5.1 MANAGER shall pay the Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000.00), or any partial payments thereof, and any fees or charges in the form of an Automatic Clearinghouse ("ACH") remittance to the COUNTY, on or before the due dates specified in Article 4, COMPENSATION TO MANAGER.

5.2 The Remittance Payment shall be adjusted annually, as of the Effective Date, in accordance with the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics.

#### **ARTICLE 6. REPORTS AND RECORDS**

6.1 MANAGER shall provide annual profit and loss statements, for each Golf Course separately, including rounds played and gross receipts, in a form acceptable to the COUNTY. The report shall be signed by the treasurer or chief executive officer of MANAGER certifying to the accuracy of the report and gross receipts.

6.2 MANAGER shall maintain, during the term of this Agreement, all books of account, reports and records customarily used in this type of operation and such records as are necessary to document MANAGER'S activities pursuant to this Agreement and all monies collected by MANAGER in its operations under this Agreement, including but not limited to gross receipts. COUNTY shall not modify reports and records requirements to be provided by MANAGER, unless agreed to by the Parties or required by law.

6.3 All records, including tax returns and tax reports of MANAGER necessary to verify any report referred to herein shall be available to COUNTY and COUNTY'S auditors at a reasonable location in Manatee during the term of this Agreement and for a period of five years after the end of this Agreement including any extensions thereof.

6.4 MANAGER shall cooperate with and provide COUNTY, or its duly authorized representative, with any additional information or reports concerning its activities, income, revenues, expenses, and disbursements on request. MANAGER shall keep and maintain an accurate accounting system in accordance with Generally Accepted Accounting Principles.

#### **ARTICLE 7. TERM AND RENEWAL**

7.1 This Agreement shall take effect as of the Effective Date and shall end on the 31<sup>st</sup> day of April, 2025.

7.2 The Parties may mutually agree to amend this Agreement at any time.

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**ARTICLE 8. BUILDINGS, STRUCTURES, EQUIPMENT, MAINTENANCE AND IMPROVEMENTS**

**8.1** MANAGER shall take responsibility for the Properties in an as-is condition.

**8.2** MANAGER represents that prior to signing this Agreement, it has inspected all buildings and structures including all fixtures and equipment thereon, and confirms it is fully familiar with the condition of the buildings and structures including all fixtures and equipment thereon, and accepts same "as is" for the purposes of performing under this Agreement. Further, MANAGER shall protect COUNTY'S buildings and structures including all fixtures and equipment through its exercise of continual maintenance and security.

**8.3** Except for the equipment and assets listed in **Exhibit B**, Fixed Assets Listing, attached hereto and incorporated herein by reference, which is updated annually and is the official COUNTY inventory listing maintained by the office of the Clerk of Circuit Court, MANAGER shall provide all equipment to be used at the Properties needed to perform under this Agreement. MANAGER shall bear the cost of all charges and expenses related to any and all maintenance of the COUNTY'S equipment for MANAGER'S use in **Exhibit B**, and the cost of MANAGER'S equipment and improvements of the fixtures as shall be necessary for MANAGER'S performance of this Agreement. MANAGER understands and agrees that COUNTY equipment is not to be removed from the Properties.

**8.4** MANAGER agrees that the assets listed in **Exhibit B**, Fixed Assets Listing, constitute the entire group of COUNTY equipment and assets over which it has been given custody and control pursuant to this Agreement. MANAGER further agrees that during the term of this Agreement, and any extension(s) thereof, if any of the listed assets are destroyed, damaged or stolen, for reasons apart from Article 16.1 and 16.2 of this Agreement, MANAGER will repair or replace with like item(s) or reimburse COUNTY at Fair Market Value for any asset with a value at the time of loss which is greater than One Thousand and 00/100 Dollars (\$1,000.00). When COUNTY equipment is past its useful life, it will be returned to the COUNTY for disposal. Notwithstanding the foregoing, MANAGER shall notify the COUNTY of any lost or stolen property. In turn, COUNTY shall provide MANAGER a minimum of thirty (30) days advanced notice in which to locate any lost or stolen item prior to MANAGER being required to replace or reimburse the lost or stolen item(s).

**8.5** MANAGER agrees to provide and maintain, at its sole expense, a golf cart fleet of a minimum of fifty (50) carts. MANAGER shall store and clean carts daily as well as provide proper cleaning of the cart storage facility. Washing shall be performed in accordance with most current federal, state and local environmental regulations.

**8.6** MANAGER shall, except as otherwise provided herein, maintain the buildings and structures in working order. Further, MANAGER shall keep the fixtures and equipment in a clean and functioning condition at all times. MANAGER shall report to COUNTY any visual or structural damages to its buildings or structures. This obligation is subject to reasonable interruption or delay due to weather or other unforeseen circumstances and includes, but is not limited to:



- a. Maintenance, cleaning and upkeep of the patios, walkways, golf pro-shops and golf shop offices, cart barn storage areas, the restaurants, Golf Course grounds, designated storage areas, parking lots, all outbuildings and all areas designated on **Exhibit A**, Site Locations, Manatee County Golf Course and Buffalo Creek Golf Course.
- a. Maintaining restrooms in a clean and orderly fashion, and stocked with paper goods and hand soap at all times.
- b. Contracting and arranging for the removal of all garbage at all receptacles throughout the Properties, to include the furnishing of at least one dumpster of adequate size to hold the accumulation of garbage between trash pickup services at each property and providing for regular emptying of same.
- c. Providing additional trash and recyclables collection receptacles around the perimeter of the buildings and transferring trash generated by the MANAGER'S operations to the dumpsters on an as needed basis. Dumpster enclosure doors must be kept closed, except on trash pickup day. Trash receptacles must be kept clean and stain free and not permitted to overfill.
- d. Maintaining pro shop inventory of the quality and quantity to meet the needs of customers, consistent with the operation of a professional well-maintained pro shop.
- e. Maintaining, as needed, of all COUNTY owned internal fixtures, such as ceilings, decorations, furnishings, lighting and floor coverings and any showcases, racks, other display and sales fixtures, including property identification and signage.
- f. Maintaining all lakes on the Properties including control of algae and nuisance vegetation.
- g. Providing, at MANAGER'S sole cost, all utility services to the Properties including water, electric, telecommunications, etc., with the exception of reclaimed water, which shall be provided by COUNTY at no cost to MANAGER.
- h. Maintaining all plumbing, HVAC and electrical repair, maintenance or upgrades pertaining to all buildings structures or fixtures on the Properties.
- i. Maintaining adequate fire protection and inspections and maintenance, as required by law, including kitchen hood systems, sprinkler systems and fire extinguishers in compliance with all applicable fire or building code requirements.
- j. Maintaining all food and beverage storage and preparation equipment, including but not limited to stoves, dishwashers, refrigerators, ice machines and sinks.



- k. Performing all interior and exterior maintenance of the Properties, including but not limited to: replacement of all light bulbs and fixtures, all doors, door closures, locks, windows, floors and floor coverings, vent fans, exhaust fans, walkways and plant beds.
- l. Maintaining all landscaping on the Properties.
- m. Providing, replenishing and collecting driving range golf balls daily.
- n. Providing routine monthly pest control and annual termite inspections of the Properties and Integrated Pest Management of the Buildings.
- o. Ensuring compliance with Florida law concerning smoking in places of public accommodation.
- p. Ensuring all staff act professionally, are clean, well groomed, uniformed and trained to high standards of professionalism and customer service.
- q. Cleaning and draining the septic system, if applicable.
- r. Maintaining all grease traps including necessary pump down service.
- s. Providing annual inspection and preventative maintenance of air conditioning systems, to include the regular replacement of filters in all air conditioning units.
- t. Providing security systems maintenance and alarm monitoring.
- u. Providing and keeping current all safety data sheet ("SDS"), formerly known as Material Safety Data Sheets ("MSDS") information for all hazardous materials.

**8.7** All new equipment, furnishings, repairs and improvements provided by MANAGER shall meet and comply with the requirements of all applicable building, fire, restaurant, pollution and other codes.

**8.8** All maintenance, service and inspections shall be completed by licensed and qualified personnel and in compliance with manufacturer guidelines, and state and local laws as applicable.

**8.9** MANAGER will maintain records of all maintenance and inspections completed during the term of this Agreement. These records, along with all third-party maintenance agreements, shall be made available to COUNTY upon request.

**8.10** COUNTY agrees that it is responsible for all repairs and maintenance to its buildings and structures, as listed in **Exhibit C**, with the exception of repairs resulting from negligence on the part of the MANAGER and its agents. Such repairs and maintenance also include:





- a. On site utility fixtures such as fire hydrants and lift stations constructed by the COUNTY to service the Properties.
- b. Maintenance of the chain link fence and ditch on the northern perimeter of the Manatee County Golf Course.
- c. The COUNTY'S sole obligation to provide building repairs in accordance with the Americans with Disabilities Act. Such repairs include but are not limited to the buildings, or for the repair of the existing foundation, walls and roof and the electrical, plumbing and mechanical systems.

#### **ARTICLE 9. MAINTENANCE OF COURSES, GREENS AND FAIRWAYS**

**9.1** MANAGER shall furnish all labor, materials, supplies and equipment to maintain the Properties to a high quality consistent with other similar municipal golf courses charging similar greens fees.

Areas of Golf Course maintenance shall include: equipment maintenance 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, trees, parking lots and medians.

MANAGER shall also comply with the following requirements:

- a. Dead trees will be either removed, if in a high traffic area, or be left as a snag in accordance with Audubon Cooperative Sanctuary Program for Golf Courses standards. Trees removed may be replaced, as mutually agreed upon between COUNTY and MANAGER, with a similar species tree. Replacements will take into consideration the tree's architectural significance, impact on surrounding turf growth (shade), playability and location. Palm trees in the parking lot and around the clubhouse will be trimmed annually. All other palm trees on the Golf Course will be trimmed as needed. All trees will be trimmed around the cart paths and traffic areas, as needed, to allow clearance for golf carts and maintenance equipment.
- b. In coordination with MANAGER, COUNTY may provide occasional tree/vegetation removal if COUNTY deems such assistance to be in the best interest of COUNTY.
- c. MANAGER shall furnish all labor and supervision to professionally maintain and improve upon the existing courses in accordance with the terms and conditions of this Agreement.
- d. MANAGER shall perform all functions essential to providing quality playing conditions including mowing, irrigating, cup changing, tee marker management, grooming, seeding and topdressing.
- e. MANAGER shall develop and perform necessary turf management programs and actions to achieve the standards set forth in this Agreement.

- f. MANAGER shall be responsible, at its sole cost, for both materials and labor for the immediate repair of any damage to the Properties that is caused by MANAGER or MANAGER'S agents. Repairs will be made in a manner which restores the damaged area to the original condition or better. Irrigation systems will be repaired and maintained by MANAGER.
- g. MANAGER shall retain personnel approved as Certified Florida Lawn and Ornamental Pesticide applicators licensed by the Florida Department of Agriculture and Consumer Services. Application of pesticides on the Properties shall be performed only under the supervision of licensed pesticide applicators and in accordance with label guidelines. MANAGER shall utilize both curative and preventative control measures using the most appropriate products available.
- h. MANAGER shall be responsible for aquatic weed and litter control and will keep all bodies of water free from litter and unwanted aquatic plant life such as algae and hydrilla plankton.
- i. MANAGER will maintain the natural areas within the boundaries of the play areas.
- j. MANAGER will provide all necessary signage for cart traffic and driving ranges, and ensure cart traffic signs are moved to reduce damage to heavy traffic areas.

#### **ARTICLE 10. IMPROVEMENTS, MAINTENANCE AND REPAIRS BY MANAGER**

**10.1** Capital Improvement shall be defined as a permanent structural change or the restoration of some aspect of the Properties that will either enhance the asset's overall value, prolong its useful life or adapt it to new uses, in which the change or restoration cost is greater than One Hundred Thousand and 0/100 Dollars (\$100,000.00). Minor design changes, such as a fresh coat of paint or costs to maintain an asset in its normal state of repair, are not considered Capital Improvements.

**10.2** It is expressly understood and agreed by the Parties that MANAGER shall perform at its expense all Capital Improvements subject to COUNTY'S written consent. MANAGER must notify COUNTY prior to commencing any Capital Improvement project and provide a report of Capital Improvement projects completed for the prior calendar year, on January 15<sup>th</sup> annually.

**10.3** In accordance with Florida Department of Environmental Protection and the Golf Course Best Management Practices for mixing and washing, MANAGER shall complete the construction of a basic Chemical Mixing Center and a washwater recycling system at each maintenance area of the Properties by December 1, 2018.

**10.4** Any improvements or repairs that affect the physical appearance of the interior or exterior of the Properties shall be made so as to substantially resemble the artistic design renderings of those areas which have been approved by COUNTY.

**10.5** MANAGER shall be solely responsible for ensuring the safety of its staff and customers during the completion of Capital Improvement projects.



**10.6** MANAGER shall be solely responsible for insuring, maintaining, repairing and replacing improvements implemented during the entire term of this Agreement and any extensions thereof.

**10.7** MANAGER shall submit signed and sealed architectural or engineering plans when a building permit is required for all construction or renovation projects which include details on any affected plumbing, electrical, mechanical or other required utility system, including floor plan and material specifications for COUNTY approval prior to beginning any construction or alterations. Such projects shall be required to provide specifics such as timelines, critical paths, methods of construction, approval of plans, amenities, signage, color schemes, advertising, total cost, amortization period for the improvements and other information deemed relevant by COUNTY. MANAGER shall pay for all charges for labor, services and materials used in connection with any improvements or repairs to the facility undertaken by MANAGER.

**10.8** All such additions, improvements and fixtures, except movable equipment and inventory shall become the property of COUNTY upon completion and remain in and/or upon the Properties and be surrendered upon termination of this Agreement. In the event of the filing of any purported claim of lien against the Properties, MANAGER shall promptly satisfy same or transfer it to a bond and MANAGER shall in any event protect COUNTY'S interest in the underlying real estate and shall hold COUNTY harmless against any such claims.

**10.9** MANAGER assumes responsibility for all conditions which pertain to the physical conditions of the Properties or which otherwise may affect the cost, progress, performance or furnishing of the Capital Improvements and declares it is fully capable of installing the improvements.

**10.10** As applicable, MANAGER shall fully complete all interior build out work necessary to achieve a Certificate of Occupancy within one hundred twenty (120) days from the date the Notice to Proceed is issued, unless the scope of the project requires a longer timeframe and such is communicated and approved by COUNTY.

**10.11** MANAGER shall not allow activities in the facilities which are prohibited by applicable federal, state or local laws, rules, regulations or ordinances.

**10.12** MANAGER shall be responsible for applying for and paying all costs of any required permits.

**10.13** As applicable, Capital Improvements subject to Section 255.05, Florida Statutes, shall be made by supplement and addendum of this Agreement.

#### **ARTICLE 11. MANAGER'S PRODUCTS, OPERATIONS, AND SERVICES**

**11.1** MANAGER shall operate all services related to the Properties in their entirety in compliance with the terms and conditions of this Agreement. MANAGER shall offer high quality, competitively priced golf retail merchandise at the Properties. MANAGER shall offer food and beverage products at a reasonable price and a high standard of customer service.

**11.2** MANAGER shall maintain an annual level of at least 75,000 rounds of 18-hole golf played, combined from both Properties, beginning on the Effective Date of this Agreement and May 1<sup>st</sup> every year thereafter. MANAGER shall provide back-up documentation confirming rounds of



golf played in a report on May 1<sup>st</sup> annually. If level of play falls below 75,000 rounds, MANAGER has one year to cure. If not cured by April 30<sup>th</sup> of the following year, COUNTY has the right and authority to terminate this Agreement.

**11.3** MANAGER shall arrange for all procurement, as an operating expense of the Golf Courses, of all supplies, equipment and services as deemed necessary and normal in the ordinary course of business to operate the Golf Courses.

**11.4** MANAGER shall furnish and maintain, at its sole cost, all equipment, fittings, furnishings and furniture necessary to conduct the business permitted hereunder including golf equipment, golf course maintenance equipment, sales displays, office equipment, carpeting, flooring, drapes, blinds and light fixtures.

**11.5** MANAGER shall not sell any products that, in the opinion of COUNTY, pose a safety or health hazard or are inappropriate for sale or display in a publicly owned park.

**11.6** MANAGER shall use the Manatee County Golf Course and Buffalo Creek Golf Course logos respectively on its merchandise as appropriate for the term of the Agreement and any subsequent renewal periods.

**11.7** The Properties shall be in operation and open to the public seven (7) days a week except for Christmas Day and Thanksgiving Day. MANAGER may close during periods of severe cold, rain events, hurricane warnings, maintenance events, greens installation or other extraordinary circumstances which may compromise course conditions or safety.

**11.8** Notwithstanding any other term or provision of this Agreement to the contrary, MANAGER may expand the number of daily hours of operation beyond the minimum number of hours established herein. However, at no time shall the facilities be operated earlier than 5:00AM or later than 10:00PM of any day without express advanced written approval of COUNTY. MANAGER shall not reduce the number of daily hours of operation without the express advanced written consent of COUNTY.

**11.9** MANAGER shall not extend credit, provide free products or services, or provide any discount to any COUNTY employee or official not available to the general public.

**11.10** The Properties are intended for the general use and enjoyment of all residents and visitors as golfing venues. MANAGER shall therefore not rent out or otherwise allow the Properties to be occupied by, or under the control of, any third-party person, group or entity, including but not limited to use for private parties, rallies or similar events, absent express prior written approval of COUNTY. If such approval is given, third-party and its vendors shall comply with special event insurance provisions established by the COUNTY and shall provide, prior to the event, a Certificate of Insurance showing compliance and policy endorsement with both the COUNTY and MANAGER named as additional insureds.

**11.11** MANAGER shall utilize the US Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed, subcontracted or otherwise assigned

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to perform work by MANAGER pursuant to this Agreement for the duration, including any extensions thereof.

**11.12** MANAGER is required to have an experienced General Manager for overseeing its operations at the Properties. MANAGER'S General Manager will be on site and available during reasonable operating hours. The General Manager shall be responsible for ensuring satisfactory performance and monitoring day to day operations.

**11.13** MANAGER'S agents and employees shall be informed of and adhere to the requirements of this Agreement.

**11.14** MANAGER'S staff shall provide exemplary customer service at all times to all customers of the Properties.

**11.15** MANAGER'S employees, agents, representatives, independent contractors, subcontractors, volunteers or others involved in the maintenance or operation of the Properties in contact with the public shall perform their duties in a safe, efficient and courteous manner.

**11.16** MANAGER shall not conduct any business or activity on the Properties, as depicted in **Exhibit A, Site Locations**, which is not authorized by this Agreement. It is expressly understood and agreed that MANAGER'S operations shall not unreasonably interfere in any manner with the use of public areas or infringe upon the rights of others authorized to conduct business near the location of the Properties. MANAGER agrees that a determination by COUNTY will be accepted as final in evaluating MANAGER'S activities that unreasonably infringe on the rights of others and that MANAGER will fully comply with any such decisions.

**11.17** MANAGER agrees that no person shall be excluded from participation in, or be denied the benefits of, the COUNTY'S golfing amenities or be subjected to discrimination in MANAGER'S employment decisions, the performance of this Agreement, or the use of and access to the Properties on the ground of race, color, religion, national origin, sex, sexual orientation, age, or disability.

**11.18** MANAGER shall permit and COUNTY shall have the authority to review any reports, citations or records issued by any governmental entity or agency regulating MANAGER'S operations and services and to make periodic reasonable inspections in accordance with Article 3.2.b. herein. MANAGER shall be required to make any improvements or operational changes as are necessary to resolve such reports, citations or records issued by a governmental entity or agency.

## **ARTICLE 12. ENVIRONMENTAL RESPONSIBILITY**

**12.1 LAND RESOURCES.** MANAGER shall at all times comply with all rules, policies and standards concerning the environment or protection of natural resources with respect to MANAGER'S usage and storage of chemicals, pesticides and fuel. MANAGER shall also strictly adhere to any federal, state and local requirements governing stormwater, pest management and environmental monitoring of chemicals, pesticides and fuel. In addition to those areas when specifically required, MANAGER is encouraged to comply with the Florida Department of

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Environmental Protection's ("FDEP") Best Management Practices ("BMPs") for the Enhancement of Environmental Quality on Florida Golf Courses, January 2007.

- a. MANAGER shall comply with FDEP BMPs for the Enhancement of Environmental Quality on Florida Golf Courses as updated, as required in Manatee County Code Section 2-14-69 pertaining to the application of fertilizer to golf courses.
- b. MANAGER shall also strictly adhere to any applicable federal, state and local requirements governing stormwater, pest management and environmental monitoring.

**12.2 WATER RESOURCES.** MANAGER shall not engage in or permit any activity detrimental to the Properties or to COUNTY'S water supply as is reasonably determined by COUNTY, recognizing that both Properties are watered with reclaimed water provided by COUNTY. Any costs or expenses associated with MANAGER'S environmentally related violations of the law, MANAGER'S creation or maintenance of a nuisance, or releases of hazardous substances impacting the COUNTY'S water supply shall be the sole responsibility of the MANAGER. This shall include the costs of cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on or incurred by COUNTY, due to actions and/or inactions of MANAGER or suits by any governmental or regulatory agency or by any private party as a result of the MANAGER'S storage, accumulation or release of any hazardous substance or non-compliance with regulatory standards.

- a. MANAGER shall comply with state and local laws regarding water quality testing and with all Southwest Florida Water Management District rules and regulations regarding consumption and reporting. MANAGER is encouraged to comply with the FDEP Florida Green Industries BMPs for Protection of Water Resources in Florida.

**12.3 GREEN PURCHASING.** COUNTY recognizes 'green' sustainability, seeking to buy local and buy green. Whenever possible for all aspects of the operation, MANAGER shall incorporate recycling, green product use and operations to support environmental sustainability.

**12.4 LOCAL HIRING AND BUYING.** In hiring staff to perform its obligation under this Agreement, MANAGER shall actively recruit and hire qualified staff, and is encouraged to give preference to residents of the COUNTY. In purchasing supplies or services for or related to the operation of these Golf Courses, MANAGER shall make reasonable efforts to procure from sources in Manatee and Sarasota counties. MANAGER shall include a summary of its efforts and the results of those efforts in its annual reporting to COUNTY.

### **ARTICLE 13. SUBCONTRACTORS**

**13.1** Should the MANAGER find it necessary to utilize the services of subcontractors, the MANAGER shall require each subcontractor, in writing, to adhere to all applicable provisions of this Agreement. The utilization of any such subcontractor by MANAGER shall not relieve MANAGER from any liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to the payment of any compensation to the subcontractor.

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**13.2** Utilization of any third-party shall not relieve MANAGER from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to MANAGER as outlined in this Agreement.

#### **ARTICLE 14. AGREEMENT MONITORING**

**14.1 INITIAL INSPECTION.** In addition to the requirements set forth in herein, MANAGER shall permit inspections of the Golf Course two times per year (in May and November) for each of the Properties by a qualified Golf Course consultant ("Golf Course Consultant"), who will be selected by the COUNTY with input from the MANAGER. The initial inspection shall occur within three (3) months of the Effective Date at the expense of COUNTY ("Initial Inspection"). The sole purpose of the Initial Inspection is to establish base line Golf Course conditions at each of the Properties ("Base Line Conditions"). The criteria for the Initial Inspection shall be mutually agreed upon by the Parties prior to the Initial Inspection. Both Parties shall be entitled to receive any and all reports created by the Golf Course Consultant during the Initial Inspection.

**14.2 ANNUAL INSPECTIONS.** After the Initial Inspection, and for each year of this Agreement, MANAGER shall permit the COUNTY'S Golf Course Consultant to perform inspections two times per year (in May and November) of the Golf Course conditions for each of the Properties at mutually agreed upon dates at the expense of the COUNTY ("Annual Inspections"). The purpose of the inspections is to compare the conditions of the Golf Course for each of the Properties to their Base Line Conditions. Following each inspection, the MANAGER shall take the corrective action necessary, if any, to restore the Golf Course at each of the Properties to their Base Line Conditions. Remedy must be satisfied within six (6) months to one (1) year or the COUNTY may exercise its right and authority to terminate this Agreement.

#### **ARTICLE 15. SALE OF ALCOHOLIC BEVERAGES**

**15.1** MANAGER'S sale of alcoholic beverages is subject to the following limits:

- a. Sales shall be conducted in conformity with any controlling municipal or County ordinance and state laws, rules or regulations.
- b. Sales shall be limited to those alcoholic beverages for which MANAGER or MANAGER'S vendor is legally licensed and shall be sold as on-premises consumption only.
- c. Prior to commencing any such sales, MANAGER or MANAGER'S authorized vendor shall obtain any required licenses, and shall provide a copy of said license and all renewals to COUNTY.
- d. All alcoholic beverages shall be sold in appropriate containers for on premise consumption only and MANAGER shall be responsible for the proper disposal of said containers.



- e. MANAGER's conduct and operation in connection with any such sales is subject to and shall be conducted by MANAGER in compliance with all other applicable terms and conditions of this Agreement.
- f. Employees of MANAGER authorized to vend alcohol may not sell or serve alcoholic beverages unless trained and qualified as required by State law or regulation.

#### **ARTICLE 16. LIABILITY FOR DAMAGE, INDEMNITY, AND INSURANCE**

**16.1 LIABILITY FOR DAMAGE OR INJURY.** MANAGER shall be liable for damage or injury to any party at the Properties other than the damage or injury caused by negligence or intentional actions of COUNTY, or damage due to fire, named windstorm, flood or wind. MANAGER shall, at its expense, promptly repair all damage to the Properties caused by MANAGER, its employees, representatives, agents, customers or independent contractors contracting with MANAGER.

**16.2 DAMAGE OR DESTRUCTION OF PROPERTIES.** If the Golf Course at either of the Properties is partially damaged by fire, named windstorm, flood or wind, excluding the negligent or intentional acts of MANAGER or its Agents, COUNTY shall, at its discretion, repair the damage at its own costs and expense. MANAGER shall immediately report to the COUNTY all damage due to fire, named windstorm, flood or wind. In the event that either of the Properties are destroyed or so damaged by fire, named windstorm, flood or wind, excluding the negligent or intentional acts of MANAGER, that such of the Properties are unusable for the purpose of this Agreement, neither MANAGER nor COUNTY shall be under any obligation to repair or reconstruct the Properties, and this Agreement shall terminate on the date that determination is made by COUNTY.

**16.3 INDEMNIFICATION.** MANAGER shall defend, indemnify and hold COUNTY, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' fees, witness, and expert fees and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by MANAGER'S personnel under this Agreement; (ii) any intentional or negligent, or reckless acts, errors, mistakes or omissions by MANAGER or MANAGER'S agents or personnel; and (iii) MANAGER or MANAGER'S agent's or personnel's failure to comply with or fulfill the obligations established by this Agreement.

- a. Any performance bond or insurance protection required by this Agreement, or otherwise provided by MANAGER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.
- b. The indemnity hereunder shall continue until such time as any and all claims arising out of MANAGER'S performance or failure to perform under this Agreement have been finally settled or adjudicated, regardless of when such claims are made.

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- c. MANAGER shall update COUNTY during the course of any litigation to timely notify COUNTY of any issues that may involve the independent negligence of COUNTY that is not covered by this indemnification.
- d. COUNTY assumes no liability for actions of MANAGER, and shall not indemnify or hold MANAGER harmless for suits or claims arising out of the performance of this Agreement other than where same is the result of intentional or negligent acts of the COUNTY. Nothing in this Agreement shall be deemed to affect the COUNTY'S right to provide its own defense and to recover from MANAGER attorneys' fees and expenses associated with the representation or the rights, privileges and immunities of the COUNTY as set forth in Section 768.28, Florida Statutes
- e. The MANAGER shall maintain insurance policies in amounts and coverages necessary and sufficient to fund its obligations pursuant to Article 16.4 below, and, where allowed, shall name the COUNTY as an additional insured on such policies.

**16.4 INSURANCE.** MANAGER shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term of this Agreement, sufficient insurance to adequately protect the respective interest of MANAGER and COUNTY. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, COUNTY has the right to review MANAGER'S deductible or self-insured retention and to require that it be modified so as to ensure the COUNTY'S right to indemnification and ability of MANAGER to satisfy judgments or claims is sufficient.

Specifically, MANAGER (and any subcontractors, representatives, or agents) shall carry the following form, types and amounts of insurance until such time of the expiration of this Agreement. The limits may be achieved by a combination of primary and umbrella/excess liability policies.

- a. Commercial General Liability Insurance. Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 1. \$ 1,000,000 Single Limit Per Occurrence;
  - 2. \$ 2,000,000 Aggregate;
  - 3. \$ 1,000,000 Products/Completed Operations Aggregate;
  - 4. \$ 1,000,000 Personal and Advertising Injury Liability;
  - 5. \$ 100,000 Fire Damage Liability;
  - 6. \$ 5,000 Medical Expense; and
  - 7. \$ 1,000,000, Third-Party Property Damage.
- This policy shall contain severability of interests' provisions.*

- a. Commercial Automobile Liability Insurance. Coverage shall be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:



1. \$ 1,000,000 Combined Single Limit; OR
2. \$ 500,000 Bodily Injury and \$ 500,000 Property Damage;
3. \$10,000 Personal Injury Protection (No Fault);
4. \$ 500,000 Hired, Non-Owned Liability; and
5. \$5,000 Medical Payments.

*This policy shall contain severability of interests' provision*

- c. Statutory Workers' Compensation Insurance. Should 'leased employees' be retained for any reason under the scope of this Agreement, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. Coverage limits of not less than:
  1. Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
  2. If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.
- d. Employer's Liability Insurance. Coverage shall be in the minimum amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each employee each accident, One Hundred Thousand and 00/100 Dollars (\$100,000.00) each employee by disease and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) aggregate by disease with benefits afforded under the laws of the State of Florida, with coverage limits of not less than:
  1. \$100,000 Each Accident;
  2. \$100,000 Disease Each Employee; and
  3. \$500,000 Disease Policy Limit.
- e. Liquor Liability Insurance. Coverage shall be afforded under a per occurrence policy form. The policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:
  1. \$1,000,000 Each Occurrence and Aggregate.
- f. If MANAGER uses its own property or equipment in the performance of its obligations under this Agreement, then Property Insurance on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is recommended. COUNTY has no duty or obligation to insure, replace or protect MANAGER'S equipment, furnishings, or other personal property or improvements provided by, or paid for by, MANAGER, and all risk of loss and insurance against such risks shall be the sole responsibility of MANAGER.



- g. MANAGER shall provide the COUNTY a fidelity bond guaranteeing the COUNTY the faithful collection, accounting and remittance of all monies due to COUNTY per this Agreement, and protecting the COUNTY against intentionally wrongful acts committed by MANAGER, MANAGER'S employees, subcontractors, representatives, or agents. Such bond shall include employee dishonesty, forgery or alteration, theft, disappearance and destruction. The fidelity bond shall have a minimum limit of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per loss.

**16.5 NO WAIVER OR IMMUNITY.** MANAGER agrees and understands that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of sovereign immunity, as set forth in Section 768.28 Florida Statutes, or any other immunities, and the COUNTY expressly reserves these rights to the full extent allowed by law.

**16.6 NO LIMITATION OF LIABILITY.** The stipulated limits of coverage listed in Article 16.4, Insurance, shall not be construed as a limitation of any potential liability to the COUNTY, and the COUNTY'S failure to request evidence of this insurance shall not be construed as a waiver of MANAGER'S obligation to provide the insurance coverage specified.

#### **ARTICLE 17. RIGHTS UNDER THIS AGREEMENT; ASSIGNMENT**

**17.1** MANAGER has been selected by the COUNTY through a competitive public procurement process based upon MANAGER'S qualifications and experience. MANAGER shall not, without prior written consent of COUNTY, sell, assign, pledge, transfer or otherwise encumber this Agreement or the rights granted therein. Assignment, pledging, sale, transferring or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than MANAGER, without the prior written consent of COUNTY, shall be grounds for immediate termination of this Agreement.

**17.2** All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

#### **ARTICLE 18. APPROVALS**

**18.1** Except as provided otherwise, whenever any prior approval is required by either Party, such approval shall not be unreasonably withheld. COUNTY shall retain broad discretion over matters pertaining to creating and maintaining the unique local character of the Properties, the protection and preservation of the Properties, and the public interest and limited purpose for which this Agreement has been granted. Withholding approvals for the foregoing reasons shall be considered reasonable.

**18.2** MANAGER shall not change or alter the following without the written approval of COUNTY:

- a. Structures, fixtures, or mechanical systems installed on, in or under the Properties by COUNTY.



- b. Equipment MANAGER installs or plans to install requiring any building modifications.
- c. Any use of COUNTY'S Parks' or Properties' name.

#### **ARTICLE 19. NOTICES**

19.1 All notices, comments, consents, objections, approvals, waivers and elections shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given by either hand delivery for which a receipt is obtained, or registered or certified United States mail, with return receipt requested, addressed as noted below. Any act or delivery that must be completed on a Saturday, Sunday or COUNTY holiday shall be adequate if performed or delivered on the following business day. Until notice of change is given, the Parties designate the following as the respective individuals and places for giving notice in the manner prescribed herein.

##### **FOR MANATEE COUNTY:**

Director of Parks and Natural Resources  
MANATEE COUNTY GOVERNMENT  
PO Box 1000  
Bradenton, FL 34206

##### **With a copy to:**

County Administrator  
MANATEE COUNTY GOVERNMENT  
PO Box 1000  
Bradenton, FL 34206

##### **FOR MANAGER:**

Pope Golf, LLC  
438 Interstate Court  
Sarasota, Florida 34240  
Attn: Managing Member

##### **FOR ACH REMITTANCE INFORMATION**

The Clerk of the Circuit Court Treasury Management and the Parks and Natural Resources Department shall be included on all ACH Remittance Information. Within ten (10) days of the Effective Date, Contract Manager shall notify MANAGER of specific email addresses to be included regarding ACH transactions.

#### **ARTICLE 20. PUBLIC RECORDS**

20.1 Pursuant to Chapter 119 "Public Records", Florida Statutes, to the extent MANAGER is performing services on behalf of the COUNTY, MANAGER shall:



- a. Keep and maintain public records required by COUNTY to perform the service.
- b. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the MANAGER does not transfer the records to COUNTY.
- d. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of MANAGER or keep and maintain public records required by the COUNTY to perform the service. If the MANAGER transfers all public records to the COUNTY upon completion of this Agreement, the MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the MANAGER keeps and maintains public records upon completion of this Agreement, the MANAGER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**20.2 IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIAOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVE W., BRADENTON, FL 34205.**

## **ARTICLE 21. TERMINATION**

**21.1 AUTOMATIC TERMINATION.** The occurrence of any of the following shall cause this Agreement to be terminated automatically:

- a. Institution of proceedings in voluntary bankruptcy by MANAGER.
- b. Institution of proceedings in involuntary bankruptcy against MANAGER or appointment of receiver if such proceedings continue for a period of ninety (90) days.
- c. Assignment by MANAGER for the benefit of creditors.
- d. Abandonment or discontinuance of operations hereunder.



- e. Unauthorized assignment or transfer of this Agreement or unauthorized change of or control of ownership of MANAGER.

**21.2 TERMINATION BY COUNTY.** COUNTY may terminate this Agreement upon fourteen (14) days written notice to MANAGER of any condition posing a threat to health or safety of the public or patrons and not remedied by MANAGER within fourteen (14) days, or where MANAGER does not proceed with due diligence to remedy such condition where the condition could not reasonably be remedied in such time.

- a. COUNTY may terminate this Agreement upon ten (10) days' notice to MANAGER of any sum due hereunder after the due date for such payment; provided, however, that such termination shall not be effective if MANAGER makes the required payment(s) within the ten (10)-day period following receipt of the notice.
- b. COUNTY may terminate this Agreement upon thirty (30) days' notice to MANAGER with respect to nonperformance of or failure to comply with any term or provision of this Agreement and failure of MANAGER to remedy such nonperformance within a ten (10) day period following COUNTY'S date of communication of written and electronic notice. Should COUNTY need to make the necessary correction, all costs incurred for the corrective action including the cost of labor, materials, equipment, supplies and administration shall be due from MANAGER no later than thirty (30) days from the date of COUNTY'S written and electronic communication of the statement(s) of costs.
- c. Should COUNTY elect to terminate this Agreement, COUNTY may choose to procure existing sealed and unopened chemical and pesticide inventory from MANAGER for the cost paid by MANAGER.

**21.3 TERMINATION FOR CONVENIENCE.** COUNTY shall have the right to terminate this Agreement for convenience upon at least one hundred twenty (120) calendar days' notice to MANAGER.

**21.4 TERMINATION BY MANAGER.** MANAGER shall have the right upon one hundred twenty (120) calendar days from receipt of notice by the COUNTY to terminate this Agreement at any time after the occurrence of one or more of the following events:

- a. Issuance of any court of competent jurisdiction of any injunction or order of taking substantially restricting the use of the Properties for the purposes set forth herein, and the remaining in force of said injunction or order for a period of more than thirty (30) calendar days.
- b. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of substantial part, or parts, thereof in such a manner as to substantially restrict MANAGER'S operations for a period of ninety (90) calendar days or more.

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- c. MANAGER may terminate this Agreement upon thirty (30) days' notice to COUNTY with respect to nonperformance of or failure to comply with any term or provision of this Agreement and failure of COUNTY to remedy such nonperformance within a ten (10) day period following MANAGER'S date of communication of written and electronic notice. Should MANAGER need to make the necessary correction, all costs incurred for the corrective action including the cost of labor, materials, equipment, supplies and administration shall be due from COUNTY no later than thirty (30) days from the date of MANAGER'S written and electronic communication of the statement(s) of costs.

**21.5 TERMINATION WITHOUT CAUSE.** MANAGER shall have the right to terminate this Agreement without cause by providing written notice to COUNTY at least one hundred twenty (120) calendar days prior to termination. Should MANAGER elect to terminate this Agreement without cause, MANAGER'S rights and privileges as stated in this Agreement shall cease at the termination date provided in the notice, except that any monies then owed by one Party to the other as of the Effective Date shall be paid, and the indemnification requirements shall survive termination.

#### **ARTICLE 22. ENTIRE AGREEMENT AND AMENDMENTS; TERMINATION OF PRIOR AGREEMENTS**

As of the Effective Date, this Agreement constitutes the entire agreement between the Parties and terminates any and all prior written or verbal agreements, amendments and understandings. This Agreement, and the exhibits and attachments hereto, and other documents and agreements specifically incorporated herein, constitute the entire, fully integrated Agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, amendments and understandings between the Parties with respect thereto. This Agreement may be amended only by written document, properly authorized and executed by both Parties. This Agreement shall be interpreted as a whole and section headings are for convenience only.

The Parties agree, by execution of this Agreement, that the Original Agreement and the Amended Agreement are terminated and of no further force and effect as of the Effective Date, such that all prior, existing or future obligations of the Parties with respect to the matters addressed herein shall be governed solely by this Agreement.

#### **ARTICLE 23. WAIVER OF COMPENSATION**

By execution of this Agreement, the County waives the compensation payment due and owing under the Amended Agreement of 12.5% of gross receipts as rent and 7.5% of gross receipts as Capital Improvement reserve funds from the Properties. This waiver shall start from May 1, 2018 through the date of execution of this Agreement. The approximate value of this waiver equals Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

#### **ARTICLE 24. MISCELLANEOUS PROVISIONS**

**24.1 NO WAIVER.** The indulgence of either Party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any



portion of this Agreement, either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.

**24.2 DISPUTE RESOLUTION.** Disputes shall be resolved as follows: good faith negotiations by the designated agents of the Parties and if not resolved by such designated agents after twenty-one (21) days, MANAGER shall submit its claim, with the basis for the dispute, in writing to the Manatee County Purchasing Official for a determination and handling in accordance with the provisions of the Manatee County Procurement Code.

**24.3 FORCE MAJEURE.** Neither Party shall be considered in default of performance of any obligations of this Agreement to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation or bridge/roadway facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this section, is beyond the control and without the fault or negligence of the party seeking relief under this section.

**24.4 MEETINGS.** MANAGER shall from time to time be required to attend County Administration and /or County Commission meetings to provide relevant information concerning the Properties and the golf industry in general.

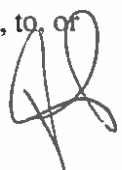
**24.5 GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement and any legal proceedings related thereto, shall be governed by the laws of and maintained in courts sitting within the State of Florida. Jurisdiction for such proceedings shall lie exclusively with such court and venue shall be in Manatee County, Florida or if an action is brought in Federal Court, the Middle District of Florida, Tampa Division.

**24.6 ATTORNEYS' FEES AND COSTS.** In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation, or pre-litigation negotiation arising under this Agreement including appellate fees, regardless of the outcome of the litigation.

**24.7 NO CONFLICT.** By accepting award of this Agreement, MANAGER represents that MANAGER and its directors, officers and employees presently have no interest in, and shall acquire no interest in, any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

**24.8 PUBLIC ENTITY CRIMES.** MANAGER has been made aware of the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and COUNTY'S requirement that MANAGER comply with it in all respects prior to and during the term of this Agreement.

**24.9 NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or

A handwritten signature in black ink, appearing to be a stylized 'A' or 'B' followed by a flourish.



for the benefit of any third-party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

**24.10 LEGAL REFERENCES.** All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**24.11 SEVERABILITY.** The provisions of this Agreement are declared by the Parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**24.12 COMPLIANCE WITH LAWS.** MANAGER'S performance under this Agreement shall be in conformance with all rules, regulations, laws and ordinances which may be applicable to MANAGER'S operations.

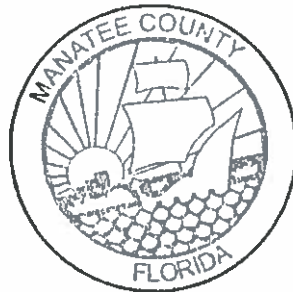
[Signature Page to follow]

A handwritten signature in black ink, consisting of a stylized 'H' followed by a vertical line and a loop.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

**POPE GOLF, LLC**

By:   
Keith Pope, Manager



**MANATEE COUNTY, a political  
subdivision of the State of Florida**

By: its Board of County Commissioners

By:   
Chairperson

**ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By:   
Deputy Clerk

**EXHIBITS SCHEDULE**

**Exhibit A – Site Locations: Manatee County Golf Course and Buffalo Creek Golf Course**

**Exhibit B – Fixed Assets Listing**

**Exhibit C – County Buildings and Structures**

EXHIBIT A- SITE LOCATIONS

**Manatee County Golf Course**  
**6415 53rd Avenue West, Bradenton, FL 34210**  
**Parcel ID: 5182410208**





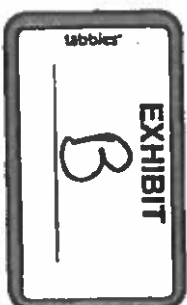
EXHIBIT A- SITE LOCATIONS

**Buffalo Creek Golf Course**  
**8100 69th Street East, Palmetto, FL 34221**  
**Parcel ID: 655700109**



## MANATEE COUNTY GOLF COURSE

FIXED ASSETS LISTING  
MANATEE COUNTY, FLORIDA  
FOR THE PERIOD ENDING 04/30/2018



04/30/2018  
MROGERS

FAID	DESCRIPTION	PURCHASE DATE	CHECK NUMBER	COST	ACCT KEY/OBJECT	LOCATION CODE INFORMATION
0033506A	TRACTOR, JOHN DEERE 5200 LV5200E420683	09/30/2012	165946	0.00	4300013500 564000	430 MANATEE
0035250A	TRENCHER, DITCH WATCH M#1220 1N3292	09/30/2012	206655	0.00	4300013500 564000	492 BUFFALO
0035251A	TRAILER, DITCH WATCH 1DS0000AGT17N0165	09/30/2012	207063	0.00	4300013500 564000	430 MANATEE
0036702A	HATCHING REEL KIT 71169-70-71	09/30/2012	52957	0.00	4300013500 564000	430 MANATEE
0036703A	MOWER, TORO GREENSMaster 3100 71107	09/30/2012	52957	0.00	4300013500 564000	430 MANATEE
0037356A	TRACTOR, JOHN DEERE 5310 LV5310S130901	09/30/2012	3574	0.00	4300013500 564000	430 MANATEE
0037404A	PUMP, MILTON ROY LIQUID AG FLO RB11X001	09/30/2012	6328	0.00	4300013500 564000	430 MANATEE(BLUE PUMP HOUSE)
0037555A	RACK, BAG DROP (GRANITE) 37555	09/30/2012	0751	0.00	4300013500 564000	430 MANATEE CLUBHOUSE
0037806A	CUTTER, RYAN 18" JR SOD 98506580	09/30/2012	6439	0.00	4300013500 564000	430 MANATEE
0037861A	GREENSGROOMER 720M 37861	09/30/2012	7035	0.00	4300013500 564000	430 MANATEE
0038024A	UTILITY CART, CARRY ALL RG9903-740092	09/30/2012	2146	0.00	4300013500 564000	430 MANATEE
0038050A	LIFT, GOLF M#GL-9 38050	09/30/2012	3021	0.00	4300013500 564000	430 MANATEE
0038925A	MOWER, TORO GREENSMaster 3100 90515	09/30/2012	AP00373880	0.00	4300013500 564000	430 MANATEE
0040147A	TRUCKSTER, TORO WORKMAN 3200, 200000208	09/30/2012	AP00402438	0.00	4300013500 564000	430 MANATEE
0040154A	UTILITY VEHICLE, CLUB CAR TURF RG0027902712	09/30/2012	AP00402438	0.00	4300013500 564000	492 BUFFALO
0040189A	RAKE, TOOTH WRAKE MOUNTING KI 200000258	09/30/2012	AP00402438	0.00	4300013500 564000	430 MANATEE
0041649A	GOLF CART, CLUB CAR TURF 2 W/O RG018013864	09/30/2012	AP00447339	0.00	4300013500 564000	430 MANATEE

**FIXED ASSETS LISTING**  
**MANATEE COUNTY, FLORIDA**  
**FOR THE PERIOD ENDING 04/30/2018**

04/30/2018  
 MROGERS

FAID	DESCRIPTION	PURCHASE DATE	CHECK	COST	ACCT KEY/OBJECT	LOCATION CODE
SERIAL NUMBER	PO NUMBER	NUMBER				INFORMATION
0042855A	TRACTOR, JOHN DEERE 5320 W/4JD LV53205132242	09/30/2012	AP00477373	0.00	4300013500 564000	430 MANATEE
0043050A	GRINDER, FOLEY ACCU-PRO 630 SP 1844	09/30/2012	AP00485408	0.00	4300013500 564000	430 MANATEE
0044089A	AERATOR, TURF 886 (7B" TOWED) 210000103	09/30/2012	AP00513421	0.00	4300013500 564000	430 MANATEE
0044116A	SPIKER, TORO WVO CYLINDER FOR 228000163	09/30/2012	AP00513421	0.00	4300013500 564000	430 MANATEE
0044119A	SPREADER, LELY FERTILIZER MDL 10804-2088	09/30/2012	AP00514409	0.00	4300013500 564000	430 MANATEE
0044272A	SPRAYER, TORO MULTI PRO 5600 W 220000253	09/30/2012	AP00518447	0.00	4300013500 564000	430 MANATEE
0045027A	BALL WASHER, GILES MEYER BWM01 45027	09/30/2012	AP00537442	72.91	4300013700 564000	430 MANATEE CLUBHOUSE
0047252A	DEFIBRILLATOR, ZOLL AED PLUS X04E034666	09/30/2012	AP00598861	319.42	4300013700 564000	430 MANATEE CLUBHOUSE
0047803A	ICE MAKER, ICE-O-MATIC 05021280012341	09/30/2012	AP00620267	561.49	4300013700 564000	430 MANATEE CLUBHOUSE
0047865A	SPREADER, LESCO HPS 125 7091570E035270008	09/30/2012	AP00626217	764.45	4300013500 564000	430 MANATEE
0051149A	TANK, 2000GAL CONTNMENT BASIN P7001898	09/30/2012	AP00770904	500.63	4300013500 564000	430 MANATEE PUMP STATION
0051150A	TANK, 2000GAL CONTNMENT BASIN P7001898	09/30/2012	AP00770904	500.63	4300013500 564000	430 MANATEE PUMP STATION
0052290A	REELMASTER 5510 280000484	09/30/2012	AP00797216	21,841.54	4300013500 564000	430 MANATEE
0052291A	REELMASTER 5510 280000392	09/30/2012	AP00797216	21,841.54	4300013500 564000	430 MANATEE
0052292A	TRUCKSTER, TORO WORKMAN 3200 280000282	09/30/2012	AP00797216	8,498.39	4300013500 564000	430 MANATEE
0052293A	TRUCKSTER, TORO WORKMAN 3200 280000294	09/30/2012	AP00797216	8,498.39	4300013500 564000	430 MANATEE
0052294A	TRUCKSTER, TORO WORKMAN 3200 280000297	09/30/2012	AP00797216	8,498.39	4300013500 564000	430 MANATEE

**FIXED ASSETS LISTING**  
**MANATEE COUNTY, FLORIDA**  
**FOR THE PERIOD ENDING 04/30/2018**

04/30/2018  
 MROGERS

FAID	DESCRIPTION	PURCHASE DATE	CHECK NUMBER	COST	ACCT KEY/OBJECT	LOCATION CODE INFORMATION
0052288A	SPIKER, TORO	09/30/2012	AP00797216	1,432.11	4300013500 564000	430 MANATEE
0052299A	FINISH GRADER, TORO	09/30/2012	AP00797216	930.26	4300013500 564000	430 MANATEE
0052300A	PRO PASS 180 W/TWIN SPINNER	09/30/2012	AP00797376	6,984.45	4300013500 564000	430 MANATEE
0052402A	GROOMING BRUSH, GREENSGROOMER	09/30/2012	AP00800499	1,498.75	4300013500 564000	430 MANATEE
0053451A	DUMP TRAILER, HYDRAULIC	09/30/2012	AP00815668	4,076.15	4300013500 564000	430 MANATEE
0054748A	WATERFALL SHIRT RACK	09/30/2012	AP00850271	1,093.42	4300013700 564000	430 MANATEE
0054749A	WATERFALL SHIRT RACK	09/30/2012	AP00850271	1,093.42	4300013700 564000	482 MANATEE CLUBHOUSE
0054928A	DVR, 8 CHANNEL	09/30/2012	AP00867238	811.45	4300013700 564000	430 BUFFALO MAINT BREAK RM
7000035A	CART SHED	09/30/2012		0.00	4300013500 562000	430 MANATEE CLUBHOUSE-TBD
7000036A	MAINTENANCE BUILDING	09/30/2012		0.00	4300013500 562000	425 0000
7000038A	REST ROOMS (2)	09/30/2012		0.00	4300013500 562000	430
7000039A	PUMP HOUSE	09/30/2012		0.00	4300013500 562000	425
7000040A	MAINTENANCE SHED	09/30/2012		0.00	4300013500 562000	425
7000042A	STARTER SHED FOR 10TH TEE	09/30/2012	AP00013458	0.00	4300013700 562000	430
7000049A	GOLF COURSE MAINTENANCE SHED	09/30/2012		0.00	4300013500 562000	425 0000
7000080A	GOLF MAINTENANCE BLDG	09/30/2012		16,204.66	4300013500 562000	425 0000
7000172A	CLUB HOUSE BUILDING, 66TH STREE	09/30/2012		170,625.86	4346009702 562000	430
17-418-R				6009702		



**FIXED ASSETS LISTING**  
**MANATEE COUNTY, FLORIDA**  
**FOR THE PERIOD ENDING 04/30/2018**

04/30/2018  
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FAID	DESCRIPTION	PURCHASE DATE	CHECK	COST	ACCT KEY/OBJECT	LOCATION CODE
SERIAL NUMBER	PO NUMBER	NUMBER				INFORMATION
7000173A	RESTROOM, REMOTE, 96TH STREET	09/30/2012	000000	5,548.63	4346009702 562000	430
7000173A		00000000		6009702		
7000215A	CHEMICAL STORAGE BUILDING	09/30/2012	184133	0.00	4300013500 562000	425
7000215A		00105583				
7000224A	GOLF COURSE MAINTENANCE BUILDIN	09/30/2012	35752	0.00	4300013500 562000	425
7000224A		108923				
8000023A	GOLF COURSE IMPROVEMENTS	09/30/2012	000000	0.00	4300013500 563000	430
80000023		00000000				
8000024A	GOLF COURSE IMPROVEMENTS	09/30/2012	000000	0.00	4300013500 563000	430
80000024		00000000				0000
8000028A	GOLF CART PAVING	09/30/2012	AP00023361	0.00	4306099899 563000	425
80000029		00042975				
8000051A	CHAIN LINK FENCE FOR GOLF COUR	09/30/2012	AP00037496	0.00	4300013500 563000	425
80000051		00065514				
8000117A	SHELL FOR FIL AT MAINT. SHED	09/30/2012	AP00001864	0.00	4300013500 563000	425
80000117		00071807				
8000131A	GOLF COURSE TREE PLANTING	09/30/2012	000000	0.00	4300013500 563000	425
80000131		00000000				
8000132A	GOLF COURSE BENCHES & SHELTERS	09/30/2012	000000	0.00	4300013500 563000	425
80000132		00000000				
8000154A	RESURFACE PARKING LOT & PATHS	09/30/2012	AP00051647	0.00	4300013500 563000	430
80000154		00081537				
8000155A	PARKING LOT LIGHTING, TWO POLE	09/30/2012	AP00051589	0.00	4300013500 563000	430
80000155		00080502				
8000169A	GOLF COURSE IMPROVEMENTS	09/30/2012	000000	37,224.61	4300013500 563000	430
80000169		00000000				
8000204A	FENCE AT MAINTENANCE FACILITY	09/30/2012	000000	0.00	4346099899 563000	430
80000204		00000000				
8000205A	PUMP STATION AT GOLF COURSE	09/30/2012	000000	9,800.62	4346099899 563000	430
80000205		00000000				
8000371A	CONCRETE PATH AT #1 TEE/80-91	09/30/2012	012869	0.00	4300013500 563000	425
80000371		91012969				
8000471A	PUTTING GREEN IMPROVEMENT, 66T	09/30/2012	000000	0.00	4346009702 563000	430
80000471		00000000		6009702		

**FIXED ASSETS LISTING**  
**MANATEE COUNTY, FLORIDA**  
**FOR THE PERIOD ENDING 04/30/2018**

04/30/2018  
 MROGERS

FAID	DESCRIPTION	PURCHASE DATE	CHECK	COST	ACCT KEY/OBJECT	LOCATION CODE
SERIAL NUMBER	BO NUMBER	NUMBER				INFORMATION
8000472A	CART PATH IMPROVEMENT, FY '94	09/30/2012	000000	0.00	4346009702 563000	430
80000472		00000000			6009702	
8000497A	GRANITE TEE SIGNS	09/30/2012	148751	0.00	4300013500 563000	425
80000497		00103837				
8000516A	ENLARGE REGISTRATION DESK AT C	09/30/2012	AP175886	0.00	4300013700 563000	430
80000516		00105495				
8000521A	CART PATH IMPROVEMENTS	09/30/2012	000000	0.00	4346009701 563000	492
80000521		00000000			6009701	
8000533A	INSTALLED 4/TON SPLIT SYSTEM A	09/30/2012	98016	0.00	4346009702 563000	430
80000533		106464			6009702	
8000587A	IRRIGATION CONTROLLER SYSTEM	09/30/2012		0.00	4346009700 563000	425
80000587		CIP			8009700	
8000602A	PARKING LOT IMPROVEMENT 86TH S	09/30/2012	AP003771654	0.00	4300013500 563000	430
80000602		B9000508				
8000607A	FENCING, #4 GREEN COUNTY GOLF	09/30/2012	AP00377800	0.00	4300013500 563000	425
80000607		P9001480				
8000652A	LIGHTNING DETECTION/WARNING SY	09/30/2012	AP00402438	0.00	4300013500 563000	425
80000652		P0000452				
8000655A	FURNISH AND INSTALL DRIVING RA	09/30/2012	AP00401918	0.00	4300013500 563000	430
80000655		P0000712				
8000728A	FURNISH AND INSTALL FIBER OPTI	09/30/2012	AP00462111	0.00	4300013500 563000	430
8000728A	NOT TAGGABLE	P1001598				
8000736A	FENCING AT PKS MAINT YARD AND	09/30/2012	AP00473225	0.00	4300013500 563000	425
8000736A	NOT TAGGABLE	P1002335				
8000740A	SECURITY CAMERA SURVEILLANCE S	09/30/2012	45373	0.00	4300013700 563000	430
8000740A	NOT TAGGABLE	0145373				
8000871A	IMPV, RENOVATE MCGC CLUBHOUSE	09/30/2012	AP00566412	12,746.27	4300013700 563000	430
80000871		P3001823				
8001063A	PUMP STATION AT GOLF COURSE	09/30/2012	AP00752262	28,355.85	4300013500 563000	430
8001063A		P7000338				
8001774A	FENCE/GATES, BLACK VINYL	09/30/2012	AP00902886	27,217.50	4300013501 563000	425
9000085A	GOLF COURSE	09/30/2012	000000	235,682.14	4300013500 561000	430
51824 1020		00000000				

FENCE BTWN PRKS MNT BLDG/MCGC MNT

**FIXED ASSETS LISTING**  
**MANATEE COUNTY, FLORIDA**  
**FOR THE PERIOD ENDING 04/30/2018**

04/30/2018  
 MROGERS

FAID	DESCRIPTION		PURCHASE DATE		CHECK		COST		ACCT KEY/OBJECT		LOCATION CODE	
	SERIAL NUMBER		PO NUMBER		NUMBER						INFORMATION	
GRAND TOTAL			85		633,223.93							

## BUFFALO CREEK GOLF COURSE

FIXED ASSETS LISTING  
MANATEE COUNTY, FLORIDA  
FOR THE PERIOD ENDING 04/30/2018

04/30/2018  
MROGERS

FAID	DESCRIPTION	PURCHASE DATE	CHECK NUMBER	COST	ACCT KEY	OBJECT	LOCATION CODE INFORMATION
0027593A	SERIAL NUMBER VENTROGUARD EXHAUST HOOD/SMACK	09/30/2012	AP00224961	0.00	4946099999	564000	492 BUFFALO CLUBHOUSE
0027598A	100730789 HATCO #GRAH-18 SS WALL SHELF/IS	09/30/2012	AP00224961	0.00	4946099999	564000	492 BUFFALO CLUBHOUSE
0027600A	27598 DELFIELD #V18554-28 SANDWICH U	09/30/2012	AP00224961	0.00	4946099999	564000	492 BUFFALO CLUBHOUSE
0030073A	187853-T LIQUID AG FRTTGATN SYS W/2400	09/30/2012	017156	0.00	4900013500	564000	492 BUFFALO CLUBHOUSE
0035315A	102111 TRACTOR, JOHN DEER 5300	09/30/2012	10110	0.00	4900013500	564000	492 BUFFALO PUMP STATION
0036707A	LV330DE630809 MOWER, TORO GREENSMaster 3100	09/30/2012	52957	0.00	4900013500	564000	492 BUFFALO
0036708A	71153 THATCHING REEL KIT(VERTICUT)	09/30/2012	52957	0.00	4900013500	564000	492 BUFFALO
0037301A	71004-05-06 GRINDER, ANGELMASTER 2000	109684	2847	0.00	4900013500	564000	492 BUFFALO
0037556A	10563 RACK, BAG DROP	09/30/2012	0751	0.00	4900013500	564000	492 BUFFALO CLUBHOUSE
0038025A	37556 UTILITY VEHICLE, CLUB CAR TURF	09/30/2012	2146	0.00	4900013500	564000	430 MANATEE
0038051A	RE9803 740091 LIFT, GOLF M#GL-9	09/30/2012	3021	0.00	4900013500	564000	492 BUFFALO
0039267A	JC0002J SOD CUTTER, RYAN 12" JR	09/30/2012	AP00381910	0.00	4900013500	564000	492 BUFFALO
0040829A	98503389 DRAG BRUSH, GREENS GROOMER HYDR	09/30/2012	AP00420538	0.00	4900013500	564000	492 BUFFALO
0040836A	40829 SPREADER, LELY MOL#1500 3 POI	09/30/2012	AP00423338	0.00	4900013500	564000	492 BUFFALO
0041626A	10512-1809 TRACTOR, JOHN DEERE 5310	09/30/2012	AP00440946	0.00	4900013500	564000	492 BUFFALO
0042601A	LV5310S332765 GRINDER, SPIN RELIEF, FOLEY AC	09/30/2012	AP00473057	0.00	4900013500	564000	492 BUFFALO
0044085A	1619 SAND PRO, TORO 3020 W/TOOTH RA	09/30/2012	AP00513831	0.00	4900013500	564000	492 BUFFALO
	220000149	P2002510					

**FIXED ASSETS LISTING**  
**MANATEE COUNTY, FLORIDA**  
**FOR THE PERIOD ENDING 04/30/2018**

04/30/2018  
 MROGERS

FAID	DESCRIPTION	PURCHASE DATE	CHECK	COST	ACCT KEY/OBJECT	LOCATION CODE
	SERIAL NUMBER	PO NUMBER	NUMBER			INFORMATION
0044088A	AERATOR, TORO 886 (78" TOWED)	09/30/2012	AP00513831	0.00	4900013500 564000	492 BUFFALO
	210000102	P2002510				
0044113A	SPIKER, TORO WVO CYLINDER FOR	09/30/2012	AP00513831	0.00	4900013500 564000	492 BUFFALO
	220000111	P2002510				
0044114A	BLOWER, DEBRIS CYCLONE 1000 FO	09/30/2012	AP00513831	0.00	4900013500 564000	492 BUFFALO
	220000109	P2002510				
0044560A	EDGER, EDGE PRO MODEL 200	09/30/2012	AP00522035	149.75	4900013500 564000	492 BUFFALO
	44560	P2003026				
0045309A	BOTTLE COOLER, BEVERAGE AIR 2	09/30/2012	AP00544792	55.00	4900013700 564000	492 BUFFALO
	6415543	P3001126				
0047253A	DEFIBRILLATOR, ZOLL AED PLUS	09/30/2012	AP00598861	319.42	4900013700 564000	492 BUFFALO CLUBHOUSE
	X04E034780	P4002155				
0047912A	TRACTOR, KUBOTA LOADER BACKHOE	09/30/2012	AP00630672	8,201.37	4900013500 564000	492 BUFFALO
	50912	P5002172				
0049046A	SPREADER, LESCO HYDRO GAS 125#	09/30/2012	AP00717623	1,035.58	4900013500 564000	492 BUFFALO
	7091570H095Z70008	P6000837				
0050874A	KEG COOLER	09/30/2012	AP00763096	845.55	4900013700 564000	492 BUFFALO CLUBHOUSE
	1-4311552	P7001578				
0051293A	ICE MAKER, HOSHIZAKI	09/30/2012	AP00775002	1,245.95	4900013700 564000	492 BUFFALO CLUBHOUSE
		P7002251				
0052277A	GROUNDMASTER 4500-D	09/30/2012	AP00797216	23,798.97	4900013500 564000	492 BUFFALO
	280000366	P0801949				
0052278A	REELMASTER 5510-D	09/30/2012	AP00797216	21,841.54	4900013500 564000	492 BUFFALO
	280000405	P0801949				
0052279A	REELMASTER 5510-D	09/30/2012	AP00797216	21,841.54	4900013500 564000	492 BUFFALO
	280000401	P0801949				
0052280A	TRUCKSTER, TORO WORKMAN 3200	09/30/2012	AP00797216	8,498.39	4900013500 564000	492 BUFFALO
	2800003295	P0801949				
0052281A	TRUCKSTER, TORO WORKMAN 3200	09/30/2012	AP00797216	8,498.38	4900013500 564000	492 BUFFALO
	280000300	P0801949				
0052284A	MOWER, TORO GREENSMMASTER 3150	09/30/2012	AP00079716	12,458.58	4900013500 564000	492 BUFFALO
	280000847	P0801949				
0052285A	SAND PRO 5040	09/30/2012	AP00797216	8,445.76	4900013500 564000	492 BUFFALO
	280000136	P0801949				

**FIXED ASSETS LISTING**  
**MANATEE COUNTY, FLORIDA**  
**FOR THE PERIOD ENDING 04/30/2018**

04/30/2018  
 MROGERS

FAID	DESCRIPTION	PURCHASE DATE	CHECK	PO NUMBER	NUMBER	COST	ACCT KEY/OBJECT	LOCATION CODE
SERIAL NUMBER								INFORMATION
0052286A	SPIKER, TORO	09/30/2012	AP00797216		1,432.11	4900013500	564000	492
280000112		P0801949						BUFFALO
0052287A	FINISH GRADER, TORO	09/30/2012	AP00797216		930.26	4900013500	564000	492
280000217		P0801949						BUFFALO
0053452A	DUMP TRAILER, HYDRAULIC	09/30/2012	AP00815668		4,076.15	4900013500	564000	492
900112618		P0900688						BUFFALO
0053509A	BALL PICKER, 5 GANG HIGH RISE	09/30/2012	AP00816217		1,557.40	4900013700	564000	492
		P0900748						BUFFALO CLUBHOUSE
0053511A	BALL WASHER, EASY PICKER 22K	09/30/2012	AP00788073		1,157.49	4900013700	564000	492
		P0800820						BUFFALO CLUBHOUSE
0X47721A	MOWER, TORO GREENSMaster 3150	09/30/2012			5,102.76	4900013500	564000	492
250000410		P5001207						BUFFALO
7000120A	BUFFALO CREEK PRO SHOP AND CAR	09/30/2012	00000000		193,695.74	4946099999	562000	492
17-431-R		00000000						0000
7000143A	MAINTENANCE BLDG/BUFFALO CREEK	09/30/2012	00000000		44,877.41	4946099999	562000	492
17-431-R		00000000						
7000216A	CHEMICAL STORAGE BUILDING	09/30/2012	184133		0.00	4900013500	562000	492
7000216A		00105593						
7000284A	POLE BARN PUMP ROOM W/REMOVABLE	09/30/2012	AP00562859		276.65	4900013500	562000	492
7000284A		P3001972						BUFFALO CREEK GOLF CRS
7000299A	POLE BARN @ BUFFALO 30'X32'	09/30/2012	AP00627651		11,934.00	4900013500	562000	492
		P4002453						
7000304A	REMOTE RESTROOMS @ BCGC	09/30/2012			224,892.94	4946031300	562000	492
7000304A					6031300			
8000312A	BUFFALO CREEK GOLF COURSE#87-8	09/30/2012	00000000		1,121,314.75	4946099999	563000	492
80000312		00000000						
8000410A	PRKNG LOT/LANDSCPNGBUFFALO CRE	09/30/2012	AP00233454		0.00	4946099999	562000	492
80000410		00000000						
8000411A	SIDEWALKS AT BUFFALO CREEK/SEE	09/30/2012	AP00233454		0.00	4946099999	562000	492
80000411		00000000						
8000470A	CART PATH IMPROVEMENT, FY '94	09/30/2012	AP00002468		0.00	4900013500	563000	492
80000470		00032915						
8000496A	GRANITE TEE SIGNS	09/30/2012	148751		0.00	4900013500	563000	492
80000496		00103837						

**FIXED ASSETS LISTING**  
**MANATEE COUNTY, FLORIDA**  
**FOR THE PERIOD ENDING 04/30/2018**

04/30/2018  
 MROGERS

DESCRIPTION	PURCHASE DATE	CHECK	COST	ACCT KEY/OBJECT	LOCATION CODE
<u>FAID</u> <u>SERIAL NUMBER</u>	<u>PO NUMBER</u>	<u>NUMBER</u>			<u>INFORMATION</u>
8000520A CART PATH IMPROVEMENTS	09/30/2012	000000	0.00	4946004400 563000	492
80000520	000000008		8004400		
8000571A SIGN FOR BUFFALO CREEK GOLF CO	09/30/2012	AP0751	0.00	4900013500 563000	492
80000571	P8000113				
8000851A LIGHTNING DETECTION/MARNING SY	09/30/2012	AP00402438	0.00	4900013500 564000	492
80000651	P0000453				
8000674A FURNISH/INSTALL VINYL COATED C	09/30/2012	AP00426955	0.00	4900013500 563000	492
80000674	P0001902				
8000739A SECURITY CAMERA SURVEILLANCE S	09/30/2012	45373	0.00	4900013700 563000	492
NOT TAGGABLE	0145373				
8000788A IRRIGATION SYSTEM,TORO ASMAC R	09/30/2012	AP00522248	0.00	4946031302 563000	492
80000788	P2003159		6031302		BCGC
8000872A IMPV, RENOVATE BCGC CLUBHOUSE	09/30/2012	AP00575917	7,261.07	4900013700 563000	492
80000872	P3001823				
8001554A PHONE SYSTEM @ BCGC, NEC SV8100	09/30/2012	AP00858585	3,695.58	4900013700 563000	492
NONE	P0101193				
GRAND TOTAL	59			1,739,450.10	BUFFALO CREEK GOLF COURSE

# EXHIBIT C

## Manatee County Golf Course

Building#	Name	ESRI_OID	STATUS	FLOORCOUNT
411	Golf Course - Maintenance Building	2	ACTIVE	1
592	Golf Course - Cart Barn	3	ACTIVE	1
413	Golf Course - Chemical Storage	11	ACTIVE	1
417	Golf Course - Storage Shed	19	ACTIVE	1
591	Golf Course - Club House	27	ACTIVE	1
818	Golf Course - Pump House	37	ACTIVE	1
410	Golf Course - Fuel Site	38	ACTIVE	1
	Golf Course - Restroom		ACTIVE	1

## Buffalo Creek Golf Course

Building#	Name	ESRI_OID	STATUS	FLOORCOUNT
490	Buffalo Creek Golf Course - Clubhouse	6	ACTIVE	1
486	Buffalo Creek Golf Course - Cart Barn	8	ACTIVE	1
488	Buffalo Creek Golf Course - Storage 1	67	ACTIVE	1
521	Buffalo Creek Golf Course - Fuel Site	69	ACTIVE	1
492	Buffalo Creek Golf Course - Office/Maintenance	71	ACTIVE	1
489	Buffalo Creek Golf Course - Storage 2	75	ACTIVE	1
491	Buffalo Creek Golf Course - Storage/Maintenance	89	ACTIVE	1
643	Buffalo Creek Golf Course - Restroom	109	ACTIVE	2



**APPROVED in Open Session**

06/12/2018

Manatee County Board of County  
Commissioners

Manatee County Government Administrative Center  
Commission Chambers, First Floor  
9:00 a.m. - June 12, 2018

**June 12, 2018 - Regular Meeting**  
Agenda Item #37

**Subject**

Golf Course Management Agreement for the Operations, Management, and Maintenance of Properties at Manatee County Golf Course and Buffalo Creek Golf Course

**Briefings**

None

**Contact and/or Presenter Information**

Presenter: Charlie Hunsicker, Director, ext. 6001

Contact: Debbie Voorhees, Contracts Manager, ext. 6013

**Action Requested**

Authorization for the Chairperson of the Board of County Commissioners to execute the Golf Course Management Agreement between Manatee County and Pope Golf, LLC.

**Enabling/Regulating Authority**

FS 125

**Background Discussion**

On August 9, 2011, the Manatee County Board of County Commissioners approved a Franchise License Agreement with Pope Golf, LLC, for the operations, management, and maintenance of the Manatee County Golf Course and Buffalo Creek Golf Course for an initial period of five years.

On October 11, 2016, the Manatee County Board of County Commissioners (County) approved an Amended and Restated Agreement with Pope Golf, LLC (Licensee) for continued operations, management, and maintenance of Manatee County Golf Course and Buffalo Creek Golf Course. Under this Agreement, the Licensee paid a percentage of gross receipts to the County for rent, plus a percentage of gross receipts to the County for Capital Improvement Projects. Additionally, Licensee held a small percentage to be used for additional course maintenance to elevate the conditioning of the County courses and improve golfer satisfaction.

County staff and Pope Golf worked together to discuss areas in which the current Franchise License Agreement could be streamlined for efficiency in operations and oversight. This new Agreement provides for more direct oversight and management of the Properties by Pope Golf. Pope Golf will be responsible for:

- maintaining the Properties, with the exception of the infrastructure of County buildings (as shown on Exhibit C).
- maintaining a minimum set level of play (75,000 rounds of 18-hole golf) as evidence of course playability and golfer satisfaction
- performing and funding all Capital Improvement Projects

- paying the County an annual fee of \$275,000.

The County will be responsible for:

- repairs and maintenance to its buildings and structures (as shown on Exhibit C)
- providing a Golf Course Consultant to inspect the course every six months to ensure quality controls and course playability.

The term of the new Agreement is for seven years. The County maintains their right to terminate the Agreement with respect to nonconformance by Licensee and for public convenience at any time, with notification as written.

The new Agreement supersedes all previous Agreements and Amendments. The current Amended and Restated Agreement will end and the new Management Agreement will begin upon the effective date of execution.

Compensation on the current Amended and Restated Agreement will end as of April 30, 2018, and compensation on the new Management Agreement will begin on October 1, 2018.

The new Golf Course Management Agreement for the Operations, Management, and Maintenance of Properties at Manatee County Golf Course and Buffalo Creek Golf Course is attached and recommended for execution by the Board of County Commissioners.

#### **County Attorney Review**

Formal Written Review (Opinion memo must be attached)

#### **Explanation of Other**

#### **Reviewing Attorney**

Nicodemi

#### **Instructions to Board Records** Documents sent by email on 6/13/2018

Please provide an approved copy of the agenda to: [Debbie.voorhees@mymanatee.org](mailto:Debbie.voorhees@mymanatee.org) and [Theresa.webb@mymanatee.org](mailto:Theresa.webb@mymanatee.org)

#### **Cost and Funds Source Account Number and Name**

N/A

#### **Amount and Frequency of Recurring Costs**

N/A

Attachment: [CAO Opinion\\_PG Management Agreement 6-1-18.pdf](#)

Manatee County Government Administrative Center  
Commission Chambers, First Floor  
9:00 a.m. - June 12, 2018

Attachment: FINAL PG Management Agreement 6-1-18.pdf



## OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY\*

William E. Clague, Assistant County Attorney

Sarah A. Schenk, Assistant County Attorney\*\*

Christopher De Carlo, Assistant County Attorney

Geoffrey K. Nichols, Assistant County Attorney

Pamela J. D'Agostino, Assistant County Attorney

Anne M. Morris, Assistant County Attorney

Katharine M. Zamboni, Assistant County Attorney

Alexandria C. Nicodemi, Assistant County Attorney

### MEMORANDUM

Date: May 30, 2018

To: Debbie Voorhees, Contracts Manager, Parks and Natural Resources Department

Through: Mitchell O. Palmer, County Attorney *MOP 5-31-18*

From: Alexandria C. Nicodemi, Assistant County Attorney *acn*

RE: Pope Golf Course Management Agreement No. 2018-0148

This memorandum is in response to the above referenced Request for Legal Services in which you asked this office to review a draft agreement for the Pope Golf Course Management Agreement ("Agreement"). Per your request, I have reviewed the proposed terms of the draft Agreement you submitted. Based on my review, I have made the appropriate edits so that it is in legally sufficient form. (See Attached).

My comments are as follows:

1. On April 17, 2018, you provided this office with a red-line version of this Agreement. The revisions reflect the work of individuals including, but not limited to, Debbie Voorhees, Contracts Manager; Theresa Webb, Purchasing Official; and Linda Klasing, Risk Manager. The Agreement was again revised by staff the week of May 14, 2018 due to changes in the compensation scheme. The revised Agreement was forwarded to this office on May 21, 2018. It is the most recent May 21, 2018 revised Agreement, for which my review is based upon.
2. In order to more easily read the document, the attached Agreement, has "accepted" all red-lined amendments from the above-mentioned individuals and reflects *only* my suggested changes along with any comments made by others in the margins.
3. The majority of suggested changes are intended to provide clarity and to conform the document to the practices and standard contract provisions of the County.

\* Board Certified in Construction Law

\*\* Board Certified in City, County, & Local Government Law

4. The term of the Agreement ends in the year 2025. This Agreement may be extended to 2026 which would be consistent with the original 2011 agreement providing for a five-year term.
5. Article 7.2 has been removed as it is inconsistent with the original 2011 agreement term.
6. I have amended Section 10.2 of the Agreement. Prior to the commencement of any capital improvement project, County staff should be notified and should provide approval of such work. This is especially important when evaluating compliance with Section 255.05, Florida Statutes.
7. I have added Section 10.13 of the Agreement. Section 255.05, Florida Statutes, requires individuals contracting with the County to secure, and furnish to the County, payment and performance bonds under certain conditions. In regard to your inquiry on May 24, 2018 as to whether a corresponding addendum can be executed by the Manatee County Purchasing Official, I recommend that should such addendum become necessary, it is instead approved and executed by the Board.
8. I have added Section 21.4.c. in order to make the Agreement reciprocal.
9. Article 23 has been amended to include the County's waiver of payment that is due and owing under the prior agreement.
10. In addition to the aforementioned substantive changes, minor revisions and comments as to grammar, formatting, and style are included in the red-lined draft Agreement.

Subject to the inclusion of my recommended changes and the resolution of the above issues, as well as any business issues identified by staff, I have no objection, from a legal standpoint to scheduling the Agreement and its exhibits for consideration and approval by the Board. I express no opinion as to the business judgment of entering into this Agreement. This completes my response to your Request for Legal Services. If you have any further questions, comments or concerns, please feel free to contact me.

Copies to:     Ed Hunzeker, County Administrator  
                   Dan Schlandt, Deputy County Administrator  
                   Cheri Coryea, Deputy County Administrator  
                   Charlie Hunsicker, Director, Parks and Natural Resources Department