

SCOPE OF SERVICES FOR WEKIVA GOLF CLUB MANAGEMENT, MAINTENANCE OPERATIONS AND SERVICES AT WEKIVA GOLF CLUB.

OVERVIEW

The COUNTY intends to obtain certain real property commonly known as the Wekiva Golf Club, an 18-hole golf course with a clubhouse, a driving range, chipping and putting greens, lockers with showers, and other amenities which includes a restaurant and banquet facility, all of which are located at 4100 Wekiva Club Court, Longwood, FL 32779 (the "Club");

This Scope of Services represents services, personnel, equipment and resources necessary to accomplish professional management of the Wekiva Golf Club and all required maintenance services at the Club that the CONTRACTOR shall accomplish in compliance with USGA and PGA best management practices for and aspects of golf course management, maintenance and operations. This Scope of Services includes any and all labor, equipment, supplies, and manpower necessary to provide management maintenance services, including, but not limited to, the following:

A. Administrative Services.

- a. Overall management of club operations and employees.
- b. Ordering of inventory for the golf shop and restaurant.
- c. Cost of goods analysis for the golf shop and restaurant.
- d. All employee payroll functions.
- e. Administration of employee benefits.
- f. Accounts payable functions.
- g. Accounts receivable functions.
- h. Analysis of adherence to budgetary goals.
- i. Producing monthly statements of operating results.
- j. Preparing annual budget for COUNTY approval.
- k. Recruiting, hiring, and training of employees for the operation of the Club.

B. Golf Shop Services.

- a. Providing a welcoming environment for players to the Club.
- b. Customer transactions through point of sale system.
- c. Tee time booking/ tee time and rate management.
- d. Stocking and managing golf shop merchandise.
- e. Golf club repair services.
- f. Golf event services such as organization and scoring.
- g. Providing golf tournaments for members and patrons.
- h. Providing handicap services for members and patrons.
- i. Golf instruction for men women and youth.
- j. Implementation of "grow the game programs" to expand player base.
- k. Creating and implementing policies and procedures.
- l. Hiring and training new staff as needed.

C. Outside Services.

- a. Welcoming guests and assigning golf carts.
- b. Starter/guest services to ensure pace of play standards.
- c. Range setup and clearing.
- d. Golf cart fleet management.
- e. Securing equipment before closing course and Club on a daily basis.

D. Restaurant and Kitchen Services.

- a. Hiring and training staff regarding food and beverage service and safety.
- b. Maintenance of restaurant and kitchen equipment.
- c. Procurement and safe storage of food and beverage items for resale.
- d. Preparation of food and beverage in compliance with foodsafety requirements and alcohol service laws.
- e. Hosting events.
- f. Employing strategies to increase food and beverage sales and profits.
- g. Providing beverage cart service on the Club as appropriate.
- h. Cleaning and care of restaurant and kitchen equipment and surfaces.

E. Marketing Services.

- a. Creation of Marketing Plan to promote the Club using social media, provide membership and player packages.
- b. Creating, maintaining, and updating Club website.
- c. Implementing email database and newsletter marketing. CONTRACTOR shall create, direct, and implement an annual marketing plan for the Club as part of the Annual Budget. The marketing plan for the Club must include a market analysis, a summary of golf programs to include rates, membership structure, and strategies for increasing play, engagement and yield with the purpose of achieving the budgeted financial goals and other marketing related goals.
- d. Marketing systems must include, but are not limited to the following: Internet (website, e-mail, e-commerce); electronic tee sheet program (reservation system, customer database, POS); credit card processing; and branding materials (graphic design, collateral, photography); customer acquisition programs, including advertising (print, electronic, display); direct marketing (direct mail, broadcast e-mail); promotional offers; and community and vendor partnerships and sponsorships; customer retention programs, including special events and programs; promotional offers; membership events and programs; sales programs; and quality assurance programs, including activities such as customer surveying; on-site visits and telephone sales calls;
- e. Exploration of a wide array of Club use opportunities, such as the following: tournaments; lessons for all age groups; educational programs; use of the Club by colleges and universities for collegiate competition; public and private school events and competitions; and economic development and tourism development projects and programs.

F. Establish Rates.

Establish correct market rates for greens fees, events, tournaments, rentals, goods and services, and programming.

G. Implement Player Development Programs.

Engage in a wide array of activities and implement programs that will develop players at the Club in the game of golf and ensure loyalty to playing at the Club. Program offerings shall be provided as part of the annual Marketing Plan for County for approval.

H. Club Maintenance Program.

Provide a written Maintenance and Operations Program utilizing the USGA and other industry best practice standards. Program should include but are not limited to the following to ensure the highest quality playing conditions at the Club:

- a. Greens maintenance.
- b. Mowing.
- c. Aerification.
- d. Verticutting.
- e. Top dressing.
- f. Fertilization.
- g. Overseeding.
- h. Bunkers maintenance.
- i. Weed and Fungus control.
- j. Insect control.
- k. Tees, fairways, roughs and approaches maintenance.
- l. Litter control and maintenance of trash receptacles.
- m. Sweeping.
- n. Sand bunker maintenance.
- o. Edging.
- p. Tree and shrub maintenance.
- q. Irrigation systems maintenance.
- r. Maintenance of all maintenance equipment.
- s. Course set-up including, but not limited to cups and tees.
- t. Building maintenance including pest control, custodial services, and trash services.
- u. Mulching throughout the property.
- v. General miscellaneous and grounds maintenance.
- w. Ensure property boundaries and open areas remain clear and free from overgrowth.
- x. Ensure flowerbeds are maintained and appealing.
- y. Make repairs and other improvements to keep the Club in good order.

I. Financial Management Expectations

- a. Each February 1st of each Fiscal Year, CONTRACTOR shall provide to COUNTY a proposed Annual Budget for the following fiscal year including but not limited to:
 1. An annual operating budget, including revenue and operating expenses and labor burden (to include rates of pay and any incentives or commission structures) for each department of the Club; a merchandise buying plan for the pro shop; a comparison to the annual operating budget for the immediately preceding year and a projection of anticipated monthly revenues and expenses and cash flows for the Club for the following fiscal year, including, without limitation, a reasonable contingency and anticipated working capital requirements for the Club for the year.
 2. A recommended capital expenditures budget for the next fiscal year. Capital Expenditure budgets will be evaluated and submitted as part of the County's Capital Improvement Plan. All capital items will be paid out of the enterprise fund and will be coordinated through the appropriate County department/division.
 3. Annual Marketing Plan.
- b. CONTRACTOR and the COUNTY shall use their mutual best efforts to agree upon the Annual Budget.

- c. The COUNTY shall provide CONTRACTOR with written confirmation of its approval of the Annual Budget within 90 days of CONTRACTOR's submission of the proposed Annual Budget to the COUNTY. If the COUNTY does not provide the written confirmation or rejection within the aforementioned 90 day period, the Annual Budget shall be deemed approved. For planning purposes, the County's budget receives final approval when it is adopted by the Board or County Commissioners.
- d. The COUNTY acknowledges that the financial and operational performance of the Club could be affected by circumstances or events beyond CONTRACTOR's control. CONTRACTOR shall not be deemed to have made any guarantee, warranty, or representation with the Annual Budget. In the event that a condition should exist in, on, or about the Club of an emergency nature which, in CONTRACTOR's discretion, after discussions with the COUNTY's designated representative, requires immediate action to preserve and protect the Club, to better assure the Club's continued operation, or to protect the Club's customers, guests, or employees, then CONTRACTOR may take such steps and to make all reasonable expenditures, from the funds provided by the COUNTY, necessary to repair and correct any such condition, whether or not provisions have been made in the applicable Annual Budget for any such expenditures. The Annual Budget will be amended in a reasonable amount of time to reflect the unforeseen increase. Any single unbudgeted expenditure that exceeds \$10,000 will require prior approval from the COUNTY's designated representative.
- e. Each party may, from time to time, propose to the other party, in writing, during the course of the year, such changes or amendments to the Annual Budget as such party may consider necessary or appropriate, and CONTRACTOR and the COUNTY shall use their mutual best efforts to act upon such proposal within 30 days after such proposal is made. Any such change or amendment is subject to the COUNTY's prior written approval. CONTRACTOR shall secure the prior approval of the COUNTY for total expenditures which exceed the total expenditure amount approved in the Annual Budget for budget amendment, unless such expenditures are of an emergency nature pursuant to Section I(d) above. Notwithstanding the above, CONTRACTOR has the ability to allocate funds from one individual expense line item to another expense line item within the Annual Budget, for expenditures which will exceed any line item in the Annual Budget by \$10,000, so long as all such expenditures do not exceed \$50,000 in the aggregate for the entire Annual Budget.
- f. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last fiscal year for which funds were appropriated. The COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date. Notwithstanding anything herein to the contrary, the COUNTY shall be obligated to pay CONTRACTOR for any services that it provides or any other request of the COUNTY irrespective as to whether the COUNTY has appropriated funds for this Agreement in the CITY's budget for such fiscal year.
- g. CONTRACTOR shall manage all revenues and income of any nature derived directly or indirectly from the Club or from the use or operation of the Club, including, but not limited to, green fees, gross sales proceeds from the sale of green fees, memberships or annual passes to the Club, monthly dues from annual pass holders of the Club, rental fees for golf carts, golf clubs, and other rental items, range balls, food and beverage revenues (including mandatory service charges, revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments and other group gatherings) merchandise sales, and CONTRACTOR shall account for the proceeds paid for any business interruption,

use, occupancy or similar insurance policy claim. Likewise, CONTRACTOR shall account for all operating expenses which, include, but are not limited to, the following: salaries, wages, employee benefits, and payroll expenses, marketing, advertising, and promotional expenses; purchase and replacement, as necessary, inventories of maintenance parts and supplies, food stores, restaurant and bar supplies; purchase and replacement, as necessary of office supplies, computers, printers, facsimile machines, photocopiers, postage, printing, routine office expenses and services incurred in the operation of the Club; insurance premiums and taxes; auditing, accounting costs, computer fees; utilities, including, but not limited to, all electric, gas, and water costs, and any other private utility charges incurred in connection with the operation of the Club; equipment lease payments for machinery and golf carts; and any and all other goods and services necessary to manage, administer and maintain the Club.

- h. CONTRACTOR shall prepare and deliver to the COUNTY, on an accrual basis and in accordance with generally accepted accounting principles (GAAP), regular monthly and annual financial statements, which must include an operating level balance sheet (bank account balances, inventory, accounts payable, accounts receivable if applicable, accrued payables, gift certificate balances), a profit and loss statement for the current month and year to date activity, statement of cash flows, payroll ledgers, accounts payable listing, general ledger activity and comments regarding monthly activity and variances to the Annual Budget.
- i. CONTRACTOR, in preparation of the Annual Budget, shall develop a list of required equipment and a purchase/lease schedule and maintain in good working condition and order the equipment at the Club including, but not limited to, the Club and all physical structures that are part of the Club, and all vehicles and other maintenance equipment necessary to the maintenance and operation of the Club in the normal course of business.
- j. CONTRACTOR shall arrange for the procurement, on behalf of the COUNTY and as an operating expense of the Club, all operating supplies, operating equipment, inventories and services as are deemed necessary to the normal and ordinary course of operation of the Club and to operate the Club in accordance with the Annual Budget. CONTRACTOR shall competitively procure all operating supplies, operating equipment, and inventories.
- k. CONTRACTOR shall establish, administer, and maintain the payroll procedure and systems for CONTRACTOR employees at the Club. CONTRACTOR will be responsible for overseeing the benefits to, and handling the appropriate payroll deductions for, individual employees. All employees of the Club will be employees of CONTRACTOR, and CONTRACTOR shall comply with federal and state employment laws.
- l. CONTRACTOR shall establish new vendor accounts with appropriate credit limits.
- m. CONTRACTOR shall consult with the COUNTY periodically regarding the Club and its operations at a time, date, and place designated by the COUNTY.
- n. Subject to any relevant Florida Alcoholic Beverage Control ("ABC") licensing requirements, the CONTRACTOR shall maintain at all times (except for required application periods, if any) a valid liquor license on the premises, and CONTRACTOR shall comply with all relevant ABC laws regarding the use of such license.
- o. CONTRACTOR shall apply for and use its commercially reasonable efforts to obtain and maintain, all licenses, permits, and accreditations required in connection with the management and operation of the Club. The COUNTY shall reasonably cooperate with CONTRACTOR in applying for, obtaining, and maintaining such licenses (including liquor licenses), permits, and accreditations.