



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
January 14, 2022 at 1:00 PM

Agenda

Please turn off all cell phones

1. **Thought of the Day**
2. **Pledge of Allegiance to the Flag**
3. **Roll Call**
4. **Additions or Deletions to the Agenda**
5. **Approval of the Agenda**
6. **Presentations and Proclamations**
7. **Oath of Office**
8. **Reorganization of the BOT**
9. **Appointment of the NRP Sub-Committee**
10. **Appointment of ARCC liaison**
11. **Approval of Minutes**
 - A. BOT Meeting minutes dated December 3rd and Special Meeting minutes dated November 23rd, December 1st, and 17th.
12. **Treasurer's Report**
 - A. Treasurer's Report
13. **Audience Participation**
14. **Unfinished Business**
 - A. COVID-19 Precautions
15. **New Business**
 - A. ARCC Appointments
 - B. Violations Committee Appointment
 - C. Discussion of Issuing a Request for Proposal for Maintenance of the Golf Course, Softball Field Turf, and Lawn Bowling Field

- D. Building A Retaining Wall Repairs Award of Contract
- E. Managed Information Technologies Services Contract Renewal
- F. Neighborhood Revitalization Program (NRP) Purchase Confirmation 416 Barefoot Blvd.

16. Manager's Report

- A. January 14th Community Manager's Report

17. Attorney's Report

18. Incidental Trustee Remarks

19. Adjournment

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Barefoot Bay Recreation District Regular Meeting



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

December 3, 2021

1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on December 3, 2021, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 1PM.

Pledge of Allegiance to the Flag

Led by Mr. Nugent.

Roll Call

Present: Mr. Grunow, Mr. Nugent, Mr. Morrissey, Mr. Amoss, Mr. Maino. Also, present, Charles Henley, Finance Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, Mackenzie Leiva, Management Analyst, Rich Armington, Resident Relations Manager, Kathy Mendes, Food & Beverage Manager, and Matt Goetz, Property Services Manager.

Additions or Deletions to the Agenda

None.

Approval of the Agenda

Mr. Amoss made a motion to approve the agenda as is. Second by Mr. Morrissey. Motion passed unanimously.

Presentations and Proclamations

Chairman Maino presented the 5-year Service Certificate to Julia Gregory and a presentation was given for General Counsel Cliff Repperger for his 14 years of service as General Counsel to BBRD.

Approval of Minutes

Mr. Grunow made a motion to approve BOT minutes dated November 12, 2021. Second by Mr. Nugent. Motion passed unanimously.

Treasurer's Report

Mr. Morrissey made a motion to approve the Treasurer's Report for December 3, 2021, as read. Second by Mr. Amoss. Motion passed unanimously.

Audience Participation

None.



BAREFOOT BAY RECREATION DISTRICT

Unfinished Business

Discussion of COVID-19 Precautions

Mr. Morrissey spoke in favor of extending the one-rider per cart rule until January 14, 2021, BOT Meeting. Mr. Nugent and Mr. Amoss agreed with Mr. Morrissey. Mr. Grunow voiced his concern about the length of time of extending the one-rider per cart rule to January 14, 2022.

Mr. Morrissey made a motion to extend the one-rider per cart rule through January 14, 2022, and a re-evaluation at the January 14, 2022, BOT meeting. Second by Mr. Amoss. Motion passed unanimously.

New Business

DOR Review Ad Hoc Committee Appointments

Staff recommends the BOT appoint five individuals to voting positions and two individuals to the alternate positions.

Mr. Nugent made a motion to appoint Dan Murphy, Joe Klosky, John Scarritt, Louise Crouse, and Jeff Grunow to voting members, and Deidre Cohen and Vickie Sloss as alternates. Second by Mr. Morrissey. Motion passed. 4-1. Mr. Grunow abstained.

Miniature Golf Course Adopt a Hole Program

Mr. Grunow spoke in favor of carpeting and not redesigning the mini golf course unless it is handled by a professional. Mr. Amoss spoke in favor of not redesigning the mini golf course.

Mr. Nugent stated that Sue Hill is no longer a part of the Adopt-a-Hole project.

Mr. Nugent made a motion to not redesign the mini golf course. Second by Mr. Grunow. Motion passed unanimously.

Mr. Nugent made a motion to table the Adopt-a-Hole proposal. Second by Mr. Grunow. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Discussion of Land Purchase for RV Storage

Mr. Maino voiced his concern that taking on a land purchasing project may be too much with additional upcoming projects. Mr. Morrissey spoke in favor of purchasing 2.5 acres of land along Micco Rd for a 100 spaces (25 overnight free, 50 for those on the waiting list and 25 extra spaces) to create RV storage for the purpose of generating revenue. Mr. Nugent spoke in favor of staff getting additional information on the land for sale. Mr. Grunow also spoke in favor of further investigation of the land purchase project. Mr. Amoss agreed with Mr. Grunow. Mr. Grunow asked Mr. Repperger how long the zoning change process would take. Mr. Repperger responded that the process is not generally a lengthy process, zoning could take roughly 2-3 months, unless it is rejected, or other issues occur.

BOT consensus to direct staff to investigate the land purchasing project.

Employee Classification Plan and Compensation Study

Staff recommends the BOT award contract to Evergreen Solutions, LLC for an employee classification and compensation study in the amount of \$24,000.00.

Mr. Armington gave an overview of the Employee classification plan and compensation study process. Mr. Maino stated that due to the time that the study would take and detail of the study, a professional firm would be best. Mr. Grunow spoke in favor of a professional firm handling the study. Mr. Amoss spoke in favor of Evergreen Solutions because of the number of services included in the contract for the price.

Mr. Amoss made a motion to award contract to Evergreen Solutions, LLC for an employee classification and compensation study in the amount of \$24,000.00. Second by Mr. Grunow. Motion passed unanimously. Motion passed unanimously.

Employee Handbook Revision: Enhanced Recruitment Methods for Part-time Positions

Staff recommends the BOT adopt the revised Employee Handbook as attached.

Mr. Nugent made a motion to adopt revised Employee Handbook as attached. Second by Grunow. Motion passed unanimously.

FY22 Budget Amendment: NRP Sales Proceeds

Resolution 2021-23 Read by Mr. Repperger:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2021-09; AMENDING THE BUDGET.

Mr. Morrissey made a motion to approve Resolution 2021-23 as read. Second by Mr. Amoss. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Doors and Windows replacement award of contract

Staff recommends the BOT award of contract to Coleman Glass & Mirror, Inc. in the amount of \$66,353.18 for the replacement of various windows and doors and to instruct staff to execute the required budget amendment from contingency.

Mr. Amoss asked if there would be an additional charge for permitting if the contract is awarded to Coleman Glass & Mirror. Mr. Henley responded yes, but does not estimate that the cost will be \$26,000,00 for permitting.

Mr. Nugent made a motion to award of contract to Coleman Glass & Mirror, Inc. in the amount of \$66,353.18 for the replacement of various windows and doors. Second by Mr. Grunow. Motion passed unanimously.

Manager's Report

Finance

- **FY22 Assessment Collection Update** – \$1,055,306.87 (gross) or 30.5% of the FY22 Budget has been received as of November 23rd (see attached for details).

Resident Relations

ARCC Meeting 11/23/2021

- 14 Consent Items – approved
- 7 Other Items – approved

ARCC Meeting 12/7/2021

- 1 Old Business – to be presented
- 9 Consent Items – to be presented
- 8 Other Items – to be presented

Next ARCC Meeting

- Is scheduled for December 21st at 9am in Bldg. D/E

VC Meeting 12/03/2021

- 7 cases to be presented
 - 2 Cases – have come into compliance
 - 3 Cases – DOR is working with the homeowner
 - 2 Cases – to be presented



BAREFOOT BAY RECREATION DISTRICT

Next VC Meeting

- Is scheduled for January 14th at 10am in Bldg. D/E

November Interesting Facts

- 29 home sales
- 39 Orientations presented
- 59 Residents in attendance

Food & Beverage

- **Annual Lounge Lakeside Christmas**
The must attend party of the season with TC and Sass will be held on December 18th from 6-10pm. There is an ugly sweater contest, cocktails of the season and a small plate menu.
- **Closure Notices:**
The Lounge and 19th Hole will close at 6pm on Christmas Eve and are closed on Christmas Day.
- **New Year's Eve Party Lakeside**
This year's New Year's band Soul Time will play on the Lounge Lakeside stage from 8pm-12:15am. As in past years, there will be a \$5.00 gate fee. In the event of inclement weather, the band will set up inside the Lounge. To be guaranteed a seat in the Lounge, \$10.00 tickets will go on sale November 29, 2021, at 9am inside the Lounge. Noise makers and a champagne toast is included in the \$10.00 ticket.
- **"Greggie and the Jets" Tribute Band**
Tickets will go on sale Sunday, January 2 in Building A at 11am for "Greggie and The Jets" an Elton John Tribute show to be held on March 25, 2022. Tickets are \$25 with theater style seating and a maximum purchase of 4 seats with a valid badge. FYI, there is no connection between this band and the NFL 3-8 team with the same name!

Flyers with all the details are posted.

Property Services

- Replaced light by Pool #2 pit
- Replaced the batteries and the charger on the courtesy cart
- Repaired the electrical service on the horseshoe storage shed
- Repaired leak associated with roof HVAC unit at the convenience store in the Shopping Center
- Repaired leaking toilet at Pool #3
- Repaired and readjusted the gate at Micco RV storage
- Installed new cabinets at D/E for Food and Beverage dept.
- Continued work in the new CVO space
- Installed BBRD Christmas decorations
- Installed the partitions and completed the men's room D/E
- Assisted Little Theatre in their set-up for their spectacular star-filled shows this week
- Installed a fence topper on the Pickleball divider fence
- Trimmed all trees around Pool #1 and Veterans Way recreation area
- Trimmed trees at the beach and sprayed out the weeds in the parking area
- Painted bollards on sidewalk near Traffic Circle



BAREFOOT BAY RECREATION DISTRICT

- Mulched under the oaks at Building A
- Repaired broken cables and the pump on the pier
- Closure Notices
 - Dec. 10th: All Pools will close at 5pm for the Employee Christmas Party
 - Christmas: All Pools are closed all day
 - New Year's Eve:
 - Pools #2 & #3 closed all day
 - Pool #1 closes at 10pm

Golf-Pro Shop

- Cart Barn Repairs awaiting engineering and permitting
- Picnic Area survey received (awaiting vendor scheduling of project)
- Course Holiday Closure
 - Dec. 10th: Closes at 4pm for Employee Christmas party
 - Christmas: Closed all day (tee marker and flags will be removed to discourage trespassing)
 - New Year's Eve: Course closes at 2pm/Last cart out 10am
- Bert and Ernie say, "only 20 shopping days left before Christmas...come on down to the Pro Shop for all your BBRD logo gifts."

General Information

- **Employee Christmas Party Closure Notice** – As customary over the past few years, all staffed buildings, and amenities (except Building D/E) will close early on **Friday, December 10th** to allow employees the opportunity to attend. Each year staff tries to schedule it early enough to block out meeting rooms. However due to COVID-19 last year's event did not occur and staff forgot to schedule this year's event early enough to find a date where there were no events scheduled. Hence, this year, the Boat and Fishing Club will be having an event in Building D/E which will be the only event or building/amenity open during the Christmas party.
- **Building D/E Restroom Rehabilitation Project Update** – The supply chain finally delivered the partitions and the men's room is completed as pictured below:

Once the Christmas party season is completed, staff will begin work on the ladies' restroom.

- **Lawn Bowling Update** – As the Trustees were previously notified, ABM notified staff on November 17th that due to staffing shortages and the inability to procure the required sod, the re-sodding project the Community Manager authorized on October 26th would not be performed and the signed proposal voided. On November 23rd and 24th, ABM top dressed and overseeded the field.
- **Building A Renovations Project Update** – Installation of the long-awaited hood exhaust pipe platforms is scheduled to commence Monday, December 6, 2021.
- **R&M Project Update** – Bids were received for four budgeted and one unbudgeted HVAC unit replacements. Staff signed the lowest responsible bids on November 22, 2021.



BAREFOOT BAY RECREATION DISTRICT

- **Building A Retaining Wall Repairs Project Update** – Staff received a bid from a vendor on December 2nd and will continue to solicit bids prior to placing award of contract on the January 14, 2022, BOT Meeting agenda. Readers should note zero responses were received earlier in the year to an RFP for the project and 13 companies have been personally contacted since early October.
- **Special BOT Meeting** – A Special BOT Meeting is scheduled for Friday, December 17, 2021, in Building D/E at 9am. The sole agenda item will be the approval of the new general counsel contract. If you are planning on attending, please be early as this will probably be a very short meeting.
- **Administration Building Closures** – The Administration Building will be closed on December 23rd and 24th for the Christmas holidays and on December 31st for the New Year's Day holiday.
- **Big News from the Community Manager** – So sayeth the Community Manager: "I have worked feverously this year with representatives of the North Pole and finally can announce that all Barefoot Bay residents are once again on Santa's "good" list. Happy Hanukkah, Merry Christmas, and Happy New Year to all".



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

Mr. Repperger stated that he will be present at the December 17, 2021, Special Meeting to transition some files. He stated that there are 50 matters open with Whitebird Law, but most are closed DOR cases. Mr. Repperger stated that he was pleased with BBRD's choice of Vose Law Firm as the new general counsel and stated that it will be a productive transition. He has filed a Motion for a Protective Order and to quash the subpoenas in the Administrative Hearing involving Mr. Preston. The Pre-Trial Hearing will be on Monday December 6, 2021, at 3pm. Mr. Repperger expressed his gratitude to BBRD and staff, and stated that was proud and honored to have served BBRD. He told the story of his first day as General Counsel.

Incidental Trustee Remarks

Mr. Grunow expressed his gratitude to Mr. Repperger for his service to BBRD and wished everyone a good holiday season.

Mr. Morrissey expressed his gratitude to Mr. Repperger or his service to BBRD. He also reminded residents to be safe on the roads and to have a happy holiday.

Mr. Amoss expressed his gratitude to Little Theater for their performance and thanked Mr. Repperger for his service to BBRD. He wished everyone a good holiday.

Mr. Maino stated Vose LLP was chosen as the new General Counsel for BBRD.

Adjournment

The next regular meeting will be on January 14, 2022, at 1pm in Building D/E.

Mr. Morrissey made a motion to adjourn. Second by Mr. Amoss. Mr. Maino adjourned.

Meeting adjourned at 2:13pm

Jeff Grunow, Secretary

Stephanie Brown, District Clerk



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Special Meeting
Interview of General Counsel Candidates**

November 23, 2021

4PM- Building D&E

Welcome

The Barefoot Bay Recreation District Board of Trustees held a Special Meeting on November 23, 2021, Building D/E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 4PM.

Roll Call

Present: Mr. Maino, Mr. Grunow, Mr. Nugent, Mr. Amoss, Mr. Morrissey. Also, present, John W. Coffey, ICMA-CM, Community Manager, Stephanie Brown, District Clerk and Mackenzie Leiva, Management Analyst.

Candidate Interview

BOT interviewed candidate Paul Gougelman of Weiss Serota Helfman Cole & Bierma, P.L

Discussion of the BOT

Mr. Grunow spoke in favor of Mr. Gougelman being capable of doing the job, the caution that he takes regarding the FL Public Records Statute and the importance of BBRD's relationship with Brevard County. He also voiced his concern about his transactional experience. Mr. Maino agreed with Mr. Grunow and stated that Mr. Gougleman was a great communicator, has extensive experience and he spoke in favor of his interpretation of the relationship between General Counsel and the BOT, as well as how Special District organizations work. Mr. Maino voiced his concern about Mr. Gougleman's litigation experience and understanding the volume of DOR cases that BBRD has. Mr. Morrissey stated that Mr. Gougleman was very knowledgeable, but was concerned about his litigation experience. Mr. Amoss agreed with the other trustees in regard to Mr. Gougleman's litigation experience and his lack of understanding the amount of DOR cases. Mr. Amoss also stated that Mr. Gougleman did not elaborate on how he can be helpful to BBRD. Mr. Nugent voiced that he was not as concerned about Mr. Gougelman's litigation experience.

Break

Mr. Maino called for a recess at 5:21pm.

Second Candidate Interview

BOT interviewed candidate Brett Miller of Beaubien, Simmons, Knight, Mantazaris & Neal, LLP (DSK).

Discussion of the BOT

Mr. Morrissey was impressed with Mr. Miller's eagerness to do the job, but voiced his concern that he does not have experience with Special Districts. Mr. Nugent spoke in favor of Mr. Miller's litigation experience but voiced his concern that he does not have any understanding of BBRD operations. Mr. Nugent did not speak in favor of Mr. Miller's interview. Mr. Maino agreed with Mr. Nugent. He also voiced his concern that Mr. Miller does not have any knowledge of DOR or Special Districts, but spoke in favor of Mr. Miller's effective communication interview answer. Mr. Amoss was not in favor of Mr. Miller's interview answer regarding actions that would be taken if board members are not willing to compromise. He spoke in favor of Mr. Miller's litigation experience, but voiced his concern of his lack of municipality experience. Mr. Nugent asked which attorney Mr. Coffey would be comfortable working with. Mr. Coffey responded that he could work well with either attorney, they both can do the job, it would be a matter of considering which attorney style would be a better fit.

Adjournment

Mr. Nugent made a motion to adjourn. Second by Mr. Amoss. Mr. Maino adjourned.

Meeting adjourned at 7PM

Jeff Grunow, Secretary

Stephanie Brown, District Clerk

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BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Special Meeting
Interview of General Counsel Candidate
December 1, 2021
9AM- Building D&E**

Welcome

The Barefoot Bay Recreation District Board of Trustees held a Special Meeting on December 1, 2021, Building D/E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 9AM.

Pledge of Allegiance

Led by Mr. Amoss

Roll Call

Present: Mr. Maino, Mr. Grunow, Mr. Nugent, Mr. Amoss, Mr. Morrissey. Also, present, John W. Coffey, ICMA-CM, Community Manager, Stephanie Brown, District Clerk and Mackenzie Leiva, Management Analyst.

Candidate Interview

BOT interviewed candidates John Cary and Becky Vose of Vose Law Firm LLP

Discussion of the BOT

Mr. Maino stated that Vose was very well prepared for the interview and spoke in favor of the amount of information they researched on BBRD. All other trustees also agreed that the Vose firm was well prepared for the interview. Mr. Morrissey spoke in favor of their experience, and would recommend them to become BBRD's new general counsel. Mr. Maino stated that the Vose Firm was very eager and spoke in favor of their immediate responsiveness to interview questions. Showed up with attorneys who would also represent BBRD. He was not happy that Mr. Cary attended the November 12, 2021, BOT Meeting in very casual clothes. Mr. Grunow stated that he was not concerned with Mr. Cary attending the BOT Meeting plain clothes and spoke in favor of Vose's fee rate. Mr. Amoss was impressed with the Vose law firm and stated that Vose Law Firm was a better fit in terms of fees, experience, and size, in comparison to the previous firms that were interviewed. Mr. Maino asked Mr. Coffey if he had any comments to add regarding Vose Law Firm. Mr. Coffey responded that he spoke with Mr. Cary, who did is due diligence regarding learning about BBRD and that he was interested in the community as a whole. Mr. Coffey stated that Vose Law Firm will serve BBRD well.

Mr. Nugent made a motion authorizing Chairman Maino to hold a Special Meeting on December 17, 2021, at 9am to approve the proposed contract for General Counsel. Second by Mr. Morrissey. Motion passed unanimously.

Adjournment

Mr. Morrissey made a motion to adjourn. Second by Mr. Amoss. Mr. Maino adjourned.

Meeting adjourned at 10:46 AM

Jeff Grunow, Secretary

Stephanie Brown, District Clerk

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BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Special Meeting

General Counsel Contract

December 17, 2021

9AM- Building D&E

Welcome

The Barefoot Bay Recreation District Board of Trustees held a Special Meeting on December 17, 2021, Building D/E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 9AM.

Pledge of Allegiance

Led by Mr. Maino

Roll Call

Present: Mr. Maino, Mr. Grunow, Mr. Amoss, Mr. Morrissey. Also, present Mackenzie Leiva, Management Analyst, Charles Henley, Finance Manager, Cindy Mihalick, Administrative Assistant to the District Clerk and Julie Mackenzie, Lead Accountant. Mr. Nugent was excused.

Approval of New General Counsel Contract

Staff recommends the BOT approve the contract for General Counsel services with Vose Law Firm, LLC at an annual cost of \$90,000.

Mr. Maino made a motion to approve the contract for General Counsel services with Vose Law Firm, LLC at an annual cost of \$90,000. Second by Mr. Amoss. Motion passed unanimously.

Attorney's Report

Mr. Repperger stated that the matters spreadsheet is 90 percent complete and will be emailed out soon. Mr. Repperger will attend the January 14, 2022, BOT Meeting to discuss the progress of the General Counsel transition. Mr. Repperger stated that he has not received an executed contract from Steward Medical, and they have voiced any concerns or requested any changes. Mr. Repperger will reach out to them for an update on the signed contract and to notify them about the general counsel transition to Vose Law Group (John Cary). The lease drafts for Shaw and CVO Shopping Center suite changes will be done prior to December 25, 2021. Mr. Repperger gave an update on the beach pilings. He stated he has spoken with Brevard County and building officials, who stated that they have everything they need. Once Brevard County gets back to him, BBRD will be notified. Mr. Repperger stated he is monitoring BBRD liability claims, that there are no outstanding NRP transactions, and the local bill related to terms has been filed and will be on the January Session. Blissful Things settlement is complete and awaiting payment to BBRD. Mr. Repperger

stated that he will hold on to the dog case. Proceedings had been put on hold due to the homeowners placing their property for sale, but he will be setting a hearing regarding the homeowners coming into compliance. The violation case for 750 Lark has substantially come into compliance and Mr. Repperger has been working with the homeowner who has been very responsive to achieve full compliance. The remainder of DOR cases will be transitioned to Mr. Cary.

Adjournment

Mr. Maino made a motion to adjourn. Second by Mr. Amoss. Mr. Maino adjourned.

Meeting adjourned at 9:13 AM

Jeff Grunow, Secretary

Stephanie Brown, District Clerk

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim. Barefoot Bay Recreation District Regular Meeting

Barefoot Bay Recreation District

Treasurer's Report

January 14, 2022

Cash Balances in General Fund as of 1/6/22

Petty Cash Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account 384,213.15
Total Operating Accounts: 384,213.15

Interest Bearing Accounts

MB&T Money Market Account 3,151,170.14
 SBA Reserve Account 700,053.16
Total Interest Bearing Accounts: 3,851,223.30

Total Cash Balances in General Fund: \$ 4,237,936.45

Total Daily Deposits and Assessments Received for 11/25/21 - 1/6/22

Daily Deposits:	\$ 283,413.51
Interest Received: Money Market Account	315.92
Interest Received: SBA Account	135.90
Interest Received: Other Interest	379.03
Golf Revenues	43,656.55
Assessments Received:	1,818,991.44
Total Deposits Received:	\$ 2,146,892.35

Expenditures for 11/25/21 - 1/6/22

Check Number	Vendor	Description	Check Amount
58194	Florida Power & Light Co	Electricity: 11/21	8,296.69
58208	Special District Services, Inc	Management Fees: 11/21	14,090.78
58226	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 11/21	40,123.67
58233	Card Service Center	Credit Card Processing Fees - 11/21	5,057.73
58237	Coleman Glass & Mirror	50% Deposit - Exterior Windows and Doors: A, D&E	33,176.60
58275	Cindy Anderson Colin Flanagan	NRP Purchase - 416 Barefoot Blvd.	14,000.00
211217	Florida Department of Revenue	Sales Tax: 11/21	15,310.95
58292	Current Electrical Solutions Inc	Shopping Ctr Electrical Upgrades Appl # 2 12/21	9,500.00
58300	Health First Health Plans Inc	Employee Health Insurance: 12/21	29,810.53
58304	Home Depot Credit Services	Building and Grounds supplies	7,561.35
58327	Florida Power & Light Co	Electricity: 12/21	7,324.54
58332	Keep'n Cool Inc.	HVAC Systems & Services	17,104.00
58334	Poolsure	Annual Chemicals and Chlorine for Pools	12,463.44
58342	Complete Restaurant Equipment, LLC.	Tables and Chairs	9,860.52
58343	Special District Services, Inc	Management Fees: 12/21	13,935.64
	United States Treasury	Payroll Taxes - PPE 12/5/21	18,911.22
	Paychex	Payroll Taxes - PPE 12/5/21	63,232.56
	United States Treasury	Payroll Taxes - PPE 12/19/21	18,654.45
	Paychex	Payroll Taxes - PPE 12/19/21	62,753.73
	United States Treasury	Payroll Taxes - PPE 1/2/22	19,882.99
	Paychex	Net Payroll - PPE 1/2/22	66,573.94

Total Expenditures \$5,000 and above: \$ 487,625.33

Expenditures under \$5,000: \$ 382,325.35

Total Expenditures: \$ 869,950.68

Board of Trustees

Date: Friday, January 14, 2022
Title: **COVID-19 Precautions**
Section & Item: 14.A
Department: Administration, District Clerk
Fiscal Impact: TBD
Contact: John W Coffey, ICMA-CM, Community Manager
Attachments:
Reviewed by General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Assessment of current conditions and consideration of possible new COVID-19 precautions.

Background and Summary Information

BBRD lifted the last COVID-19 restriction on July 1, 2021. In late July, the CDC issued additional guidance concerning facial coverings. On the August 13, 2021, the BOT decided to assess conditions and discuss possible precautions at each meeting going forward.

On September 10, 2021, staff implemented a temporary 30 day “one-rider per cart” rule for the Golf Course in response to an uptick in positive cases in BBRD and players’ concerns.

On October 8, 2021, the BOT voted to extend the one-rider per cart rule for the Golf Course until October 29th.

On October 26, 2021, the BOT voted to extend the one-rider per cart rule for the Golf Course until November 15th.

On November 12, 2021, the BOT voted to extend the one-rider per cart rule through December 5th. Additionally, the Community Manager briefed the BOT on the newly issued COVID-19 vaccination incentive program available to staff.

On December 3, 2021, the BOT voted to extend the one-rider per cart rule for the Golf Course until January 14th.

On January 6, 2022, the BOT voted to go back to two riders per cart for the Veterans Tournament and a re-evaluation at the January 14, BOT Meeting.

Staff recommends ending the one-rider per cart rule and has no other recommendations as of the date of the publication of this agenda packet (January 07, 2022).

Staff requests direction from the BOT regarding this matter and if they desire to continue to have this topic on each agenda going forward.

Board of Trustees

Meeting Agenda Memo

Date: Friday, January 14, 2022

Title: **ARCC Appointments**

Section & Item: 15.A

Department: Administration, District Clerk

Fiscal Impact: N/A

Contact: Richard Armington, Resident Relations Manager, Stephanie Brown, District Clerk, John W Coffey, ICMA-CM, Community Manager

Attachments: Brinker resignation letter 16Nov21, Lochmandy resignation, Grunow letter of interest, Edward Constantino, Paul Preston, Barbara Schempf

Reviewed by General

Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of two homeowners to positions on the ARCC.

Background and Summary Information

The BOT has appointment authority for two voting positions and one alternate position on the ARCC (The CVO has appointment authority for three voting positions and one alternate position).

On November 16, 2021, Trustee-elect Brinker submitted a resignation letter for his (voting) position on the ARCC Committee effective January 04, 2022. After notifying the Trustees, staff advertised the position.

On November 23, 2021, Ms. Melba Lochmandy submitted a resignation letter for her (voting) position on the ARCC Committee effective January 01, 2022. After notifying the Trustees, staff advertised the position.

Traditionally, the BOT has moved one of the existing alternative members into a voting member position and then appoint an alternate member when a voting member resigns or the term expires.

Currently, the one BOT appointed alternate (Mr. Joesph Klosky, CDO), who was appointed on February 23, 2021 to a three-year term expiring on February 22, 2024. Mr. Klosky has indicated he is willing to be appointed as a voting member.

Hence, the BOT needs to appoint two homeowners to the positions of (one) alternate and (one) voting member to the ARCC.

At the time of the drafting of this agenda memo, the following individuals submitted resumes/letters of interest for consideration of appointment to the ARCC:

- Jeff Grunow
- Edward Constantino
- Paul Prestion
- Barbara Schempf

Additional resumes/letters of interest that are received prior to the meeting will be forwarded to the BOT and placed on www.bbrd.org.

Article II Section 1(E) states that “If a member resigns or otherwise vacates his/her seat before the expiration of his/her term, a new member will be appointed to fill the open seat and serve the balance of the unexpired term.”

Hence, staff recommends the BOT appoint:

- Mr. Klosky to the vacant voting position (previously held by Ms. Lochmandy) with an expiration date of February 22, 2024;
- A homeowner to the vacant voting position (previously held by Mr. Brinker) with an expiration date of October 30, 2022; and
- A homeowner to the vacant alternate position (previously held by Mr. Klosky) with an expiration date of February 22, 2024.

-
-

November 16, 2021

To: Board of Trustees, ARCC Committee & Violations Committee

Re: Resignation

I am resigning from the ARCC Committee on January 4, 2022.

And the Violations Committee on January 14, 2022.

Sincerely,

A handwritten signature in cursive script, appearing to read "Hurrol Brinker". The signature is written in black ink and is positioned above the printed name.

Hurrol Brinker

Melba M. Lochmandy
222 Kiwi Drive
Barefoot Bay, FL 32975

November 23, 2021

Barefoot Bay Recreation District
John Coffey
625 Barefoot Blvd.
Barefoot Bay, FL 32976

It has been my pleasure to serve as a member of the Architectural Review & Control Committee.

Please note I will resign as a committee member effective January 1, 2022.

Melba Lochmandy
Melba Lochmandy

John Coffey

From: Jeff Grunow <jrgrunow54@aol.com>
Sent: Wednesday, December 22, 2021 4:02 PM
To: Stephanie Brown
Cc: John Coffey; Rich Armington
Subject: ARCC Vacancy

Good afternoon:

I would formally request appointment to the ARCC. Having experience as a BOT member and Violations Committee would bring BBRD familiarity to the table.

I thank you for your consideration.

Jeff Grunow
1160 Barefoot Circle

John Coffey

Subject: FW: ARCC

From: Ed Constantino <xemc6x@gmail.com>

Sent: Monday, January 3, 2022 4:44 PM

To: Stephanie Brown <sbrown@bbird.org>

Subject: ARCC

Ms. Stephanie Brown, District Clerk

Dear Ms. Brown

Please allow this letter to serve as my request to be considered for one of the positions that are currently vacant on the ARC Committee. I have enjoyed my residence in Barefoot Bay for many years. I have over (30) years of experience in the construction industry and feel that my qualifications would bring a valuable asset to the ARCC.

I will respectfully await a response from the BBRD Board of Trustees.

Sincerely,

Edward Constantino

EMC

911 Fir Street Barefoot Bay, FL 32976
Cell phone (561-756-0233) (772-202-4799) prezpresto@aol.com

PAUL PRESTON

Qualifications

- Florida Licensed Community Association Manager
- Florida licensed realtor
- Experienced Condominium/Rental Complex Manger
- President of self-managed Homeowner Association
- Director of Operation of a telephone switch manufacturer (70 employees)
- Supervisor of a Telephone Engineering Group (10 employees)
- Master scheduler of over 1200 projects in both the U.S. and International Markets
- Project Manager of telecommunication projects involving 6 states and 39 cities.
- Global Network Planner involving 1400 cities in 52 countries.
- Project Manger of 2 North American Field Trials
- Volunteer Coordinator of YMCA programs for ages 9 to 18
- Electrical tester background
- Coordinated irrigation project
- Budget preparation
- Familiar with Continental's programs and procedures needed to manage a fractured community
- Worked with Julio Robaina and his Nine-member House Select Committee on Condominium and Homeowner Governance to implement changes introduced into law in 2008.

Professional Experience

8/2006 – 9/2011: Continental's Community Association Manager at Polo Glen Luxury Condominium in Plantation, FL

- Manage maintenance crew and selected vendors
- Provided monthly reports including financial statements and variance details
- Monitored monthly maintenance payments per association guidelines and issued the paper worked needed to involve the attorney when appropriate
- Managed Polo Glen in accordance with the City, State, and Federal regulations, these regulations involved pool, fountains, irrigation system, lakes, and landscaping
- Pool renovation
- Building painting and concrete renovation
- Y2000k program administrator

Additional Experience

American Digital Switching System – Melbourne, FL

- Worked with Design Engineers to develop an application package to guide installers in applying the company's product to place a call from any city in the world to any other city in the world.
- Acted as project manager for ADS's North American Field Trial, scheduled monitored and tracked all elements of the company's product from design to final payment
- Promoted to Director of Operations, tasked with procurement of parts, assemble of units, system testing, shipping, and Customer Service.

CIT-Alcatel - Reston, VA

- French Telephone Switch Manufacture with 350,000 employees worldwide.
- Managed CIT-Alcatel's North American Field Trial that involved tracking parts thru customs. Installing a switch into the worldwide network and collecting the final dollar

Global One – Reston, VA

- Global Network Planner tasked with routing telephone calls and collecting revenue for call between 1400 cities in 52 counties.

Datameterics – Orlando, FL

- Manufacture of rugged printer for military and commercial customer. Designed to parachuted into combat and still be operational.
- Managed their Y200k program.

Siemens – Boca Raton, FL

- Supervisor of their Application Engineering Group of 10 engineers

North Electric became ITT – Galion, OH & Cape Canaveral, FL

- Assembled, tested telephone systems, engineered installation packages to aid installers in placing the telephone switch into the worldwide network

Awards

- YMCA Volunteer of the Year
- YMCA Man of the Year
- Current world record holder of the unbreakable record.



CIT-ALCATEL, INC.

13775 McLearen Road
Herndon, Virginia 22071
(703) 481-2000

October 14, 1986

Paul, it gives me great pleasure to congratulate you on this your five year employment anniversary with CIT-ALCATEL, INC.

In our fast-paced environment, too often we do not have the opportunity to say "thank you" to the people whose dedication and contributions to our organization have helped it grow.

Over the years we have achieved many milestones, none of which could have been accomplished without the enthusiasm and dedication of employees such as yourself.

You have been instrumental in coordinating many of our projects. Your attention to detail and determination in seeing a job through are to be commended. Your efforts have been appreciated by our customers.

I wish to extend my personal thanks to you for your dedication and loyalty. I look forward to many more years of working with you at CIT-ALCATEL, INC.

A handwritten signature in blue ink, appearing to read "Paul Caizergues".

Paul Caizergues



ITT North Telecommunications Switching Division

Extends congratulations to

PAUL PRESTON

*With sincere appreciation for
Fifteen Years of loyalty and cooperation.*

*Throughout this association, mutual respect and
goodwill have continued to grow.*

May each year in its turn bring you health and happiness.


Personnel Director


Employee Relations Director


President and General Manager

Date September 8 19 79

Barbara Schempf, A.A.E., IAP
DBA B.L.S. Aviation

▪ 931 Hemlock Street, Micco, FL 32976 ▪ 315.440.8584 ▪ barb@bls-aviation.com

AREAS OF EXPERTISE

*Strategic Planning	*Public Relations	*Regulatory Compliance
*Team Building	*Portfolio Management	*Business Acumen
*Change Management	*Government Affairs	*Capital Planning
*Land Development	*Business Development	*Stakeholder Engagement
*Fiscal Management	*Program Management	

SELECTED ACHIEVEMENTS

Growing the Business	Key team member responsible for the selection of CVG for Amazon's Air Cargo Hub
Strategic	Leadership role on Executive Team responsible for the development, rollout, reporting and success of CVG's 2021 Strategic Plan.
Team Development	Directly responsible for the successful reorganization of the Planning & Development Department. Built a new highly productive diverse team meeting or surpassing annual business goals for five consecutive years.
Exceeding Goals	Led the team responsible for completing over \$100 million in capital projects at CVG within or under budget and schedule for the last 3 years.
Stakeholder Engagement	"Go to" person at CVG to facilitate internal and external stakeholder engagement building consensus across diverse groups to achieve CVG's goals.

PROFESSIONAL EXPERIENCE

Owner: B.L.S. Aviation (Aug. 2020 - present)

Women owned business providing aviation consulting services to airports, passenger and cargo carriers and municipalities. Significant experience in airport land development, noise, environmental and master plan studies, FAA AIP/PFC funding strategies and applications, program/project management, stakeholder engagement and extension of staff services.

Vice President, Planning & Development: Cincinnati/NKY Int'l Airport (2012 – June 2020)

Cincinnati/Northern Kentucky International Airport (1994 – June 2020)

2012 – June 2020	Vice President, Planning & development
2009 – Feb. 2012	Director, Public & Government Affairs
2008 – 2009	Manager, Public & Government Affairs
1999 – 2008	Manager, Government Affairs/Noise Abatement
1994 – 1999	Coordinator/Manager, Noise Abatement

Spearheaded change department-wide, establishing new direction to align with CVG's 2021 Strategic Plan and new Use Agreement resulting in updated business processes increasing efficiencies and productivity.

**Strategy / Planning
& Business Development**

Led CVG's 2050 Master Planning efforts and resulting \$1B implementation plan

Facilitated and guided CVG's 2025 Master Plan Study and implemented near-term projects

Led the development of the new capital planning committee and process and directly responsible for the planning, design and construction of CVG's capital plan, including financial strategy to maximize alternative funding sources

Responsible for development, management, monitoring and reporting of Department Annual Business Plans and Goals

One of three Executive Team Members responsible for the selection of CVG for new aviation and non-aviation land development leases resulting in over 2 million SF of new buildings constructed on 200+ acres of airport land, as well as future Amazon Air Cargo Hub

Negotiating team member responsible for the return of DHL to CVG in 2009

Key member on Executive Team responsible for the development, rollout, reporting and success of CVG's 2021 Strategic Plan

Stakeholder Engagement

Established Department's management approach to stakeholder engagement & relationship building introducing new approaches to ensure increased trust and regular communication with various groups resulting in improved engagement and project delivery

Primary Executive Team Member responsible for preparing and presenting CVG's plans to Airport Board to garner support for CEO and Staff's recommendations

Responsible for building and maintaining positive relationship with the FAA and other regulatory/planning agencies

Developed and implemented innovative stakeholder plan to increase support for CVG and new leadership in local community during downturn

Established legislative agendas and forged strong alliances with local, state and federal officials to support CVG's mission and goals

Lobbied for airport funding and legislative issues

Conducted hundreds of presentations reaching thousands of stakeholders to garner community, airline and industry support for CVG

Primary spokesperson for CVG 2009 – 2012

Airport Operations

Lead Executive responsible for recovery efforts in the event of an emergency and held both the PIO and Planning role on the Emergency Operations Center (EOC) team (NIMS trained)

Managed Safety Risk Assessments and member of Airport Safety Council and other applicable leadership safety committees

**Business Acumen/
Fiscal Management**

Successfully managed the completion of Environmental Impact Statement for new Runway and associated mitigation programs, as well as the environmental studies for all land development projects

Managed the 1994, 1999 and 2004 FAR Part 150 Studies and resulting noise mitigation programs

Developed and managed Department's multi-million dollar operating budget

Managed the \$480 M Capital Plan

Extensive experience with FAA AIP Grant Program. Secured over \$100+ million in grant dollars for noise, runway, environmental, land and other airport projects since 2000.

In-depth understanding of critical business drivers in multiple areas of airport management.

Formulated business plans to improve efficiencies and reduce expenses in multiple departments

**Leadership /Team
Development**

Directly responsible for the successful reorganization of the Planning & Development Department

Built a new highly productive diverse team meeting or surpassing annual business goals for five consecutive years

Aligned organizational needs with each team member's strengths to improve productivity

Champion, energize and unify team to be their best and deliver results.

OTHER EXPERIENCE***Adjunct Aviation Instructor: Embry Riddle Aero Univ. & N. KY University (2005 – 2010)***

Embry Riddle Aeronautical University, Cincinnati, Ohio

Northern Kentucky University, Highland Heights, Kentucky

All aspects of course development and instruction for undergraduate and graduate level Airport Planning & Management, Transportation Security & Cargo and International Aviation courses.

EDUCATION

Masters of Aeronautical Science, Embry Riddle Aeronautical University, Cincinnati, Ohio

Specialization in Management and Operations

Bachelor of Science, with Honors, Florida Institute of Technology, Melbourne, Florida

Aviation Management

HIGHLIGHTS OF INDUSTRY ASSOCIATIONS and OTHER ACHIEVEMENTS

ACI-ICAO Airport Mgt. Prof. Accreditation Program

AAAE Accredited Airport Executive

ACI-NA Government Affairs Committee

NKY Chamber Advisory Board Member

NKY United Way Campaign Cabinet Member

Chair Aviation Committee KBT

Chair NKY Chamber Washington Fly-In Committee

Fine Arts Fund Committee Member

C-Change Leadership Program Class

Leadership NKY

Vision 2015 Economic Committee Team Member

Private Pilot License

Board of Trustees

Meeting Agenda Memo

Date: Friday, January 14, 2022
Title: **Violations Committee Appointment**
Section & Item: 15.B
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W Coffey, ICMA-CM, Community Manager
Attachments: Brinker resignation letter 16Nov21, Violations Committee Roster
Reviewed by General
Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of an alternate to appoint as a voting member and selection of one homeowner to appoint as an alternate to the Violations Committee.

Background and Summary Information

On November 16, 2021, Trustee-elect Brinker submitted a resignation letter for his position on the Violations Committee effective January 14, 2022. After notifying the Trustees, staff advertised the position.

Traditionally, the BOT has moved one of the existing Alternate members into a Voting member position and then appoint an alternate member when a voting member resigns or the term expires.

Currently the two alternates, both appointed on October 8, 2021 to three-year terms expiring on September 30, 2024 are Ms. Louise Crouse and Ms. Sue Hall. Both members have indicated they are willing to be appointed as voting members.

At the time of the drafting of this agenda memo, zero residents had submitted resumes/letters of interest for consideration of appointment to the Violations Committee:

Resumes/letters of interest that are received prior to the meeting will be forwarded to the BOT and placed on www.bbrd.org.

Resolution 2015-16 Section 3(c) states that "An appointment to fill any vacancy on the Violations Committee shall be for the remainder of the unexpired term of office."

Hence, staff recommends the BOT appoint one of the alternates to the unexpired voting position (term ends September 30, 2024) and one homeowner to the unexpired alternate position (term ends September 30, 2024).

November 16, 2021

To: Board of Trustees, ARCC Committee & Violations Committee

Re: Resignation

I am resigning from the ARCC Committee on January 4, 2022.

And the Violations Committee on January 14, 2022.

Sincerely,

A handwritten signature in cursive script, appearing to read "Hurrol Brinker". The signature is written in black ink and is positioned above the printed name.

Hurrol Brinker



Barefoot Bay Recreation District

Violations Committee Roster

Contact Information	Appointment Date*	Reappointed Y/N	End of Term	Number of Terms Served
Hurrol Brinker 554 Tarpon Drive Barefoot Bay, FL 32976 Pbrinker3@cfl.rr.com 772.202.4216	10/9/2020	Y	9/30/2024 (vacant as of 10:30am 1/14/2022)	
David Wheaton 1477 Barefoot Circle Barefoot Bay, FL 32976 Bendavid58@yahoo.com 239.220.0948	9/22/2020	Y	9/30/2024	
John C. Vogt 644 Periwinkle Circle Barefoot Bay, FL 32976 Johnv52@verizon.net 814.450.9923	12/4/2020	Y	9/30/2024	
Vickie L. Sloss 625 Wedelia Drive Barefoot Bay, FL 32976 Vlsloss1@gmail.com 908.343.7000	10/09/2020	Y	9/30/2024	
Stephen Holmberg 506 Puffin Drive Barefoot Bay, FL 32976 sbumpkins@yahoo.com 386.986.8578	10/1/2021	Y	9/30/2024	
	Alternate(s)			
Susan Hall 904 Hawthorne Barefoot Bay, FL 32976 shprthd728@yahoo.com 219.765.1099	10/1/2021	N/A	9/30/2024	
Louise Crouse 808 Sapodilla Drive Barefoot Bay, FL 32976 lcrouse2@cfl.rr.com 772.913.5113	10/1/2021	N/A	9/30/2024	

*Appointment date reflects date appointed as a voting member and does not include dates served as an alternate.

Board of Trustees

Meeting Agenda Memo

Date: Friday, January 14, 2022

Title: **Discussion of Issuing a Request for Proposal for Maintenance of the Golf Course, Softball Field Turf, and Lawn Bowling Field**

Section & Item: 15.C

Department: Golf

Fiscal Impact: N/A

Contact: Jim Nugent, John W Coffey, ICMA-CM, Community Manager, Ernie Cruz, Golf Manager, Matt Goetz, Property Services Manager

Attachments: 2003 Service Agreement, 2008 Service Agreement, 2018 Service Agreement_Unsigned, 2020 Service Agreement_Signed

Reviewed by

General Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Discussion regarding possibly issuing a request for proposal (RFP) for maintenance services of the golf course, softball field turf, and lawn bowling court.

Background and Summary Information

BBRD originally signed a service agreement with ABM (FKA One Source) on August 19, 2003 for five years. After issuing a RFP in 2008, BBRD signed a new agreement with ABM on December 08, 2008 for five years. On April 13, 2018, BBRD executed an extension for five years ending on September 30, 2023. Said agreement has a clause where either party may exercise a 90-day early termination of the agreement.

Trustee Nugent requested this item be placed on the agenda for discussion and possible direction to staff.

SERVICE AGREEMENT

between

OneSource Landscape & Golf Services, Inc. having an office at 5028 Tampa West Boulevard, Tampa, FL 33634 hereinafter referred to as "**ONESOURCE**"

and

"Barefoot Bay Recreation District" having an office at 625 Barefoot Boulevard Barefoot Bay Florida 32976-7305 hereinafter referred to as "**CUSTOMER**".

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties to the other, the parties hereto agree as follows:

1. **ONESOURCE** agrees to furnish to the **CUSTOMER** all labor, equipment, uniforms and supplies required to perform the services described in the **Golf Course Maintenance Guidelines** (Exhibit "A") dated August 11 2003. The equipment listed in **Equipment Package to be Provided by OneSource** (Exhibit "B"), will be provided by OneSource. **Equipment to be Provided by Customer** (Exhibit "C") will be in good operational condition. Exhibits A, B, and C are all annexed hereto and made a part of this agreement.
2. This agreement shall be in effect for a term of five (5) years from **October 1, 2003 to September 30, 2008**. Either party may terminate this agreement by giving to the other at least ninety (90) days written notice of it's desire to terminate. **CUSTOMER** must tender payment in full on or before the final day of service, for all services performed through the date of termination.
3. The **CUSTOMER** agrees to pay **ONESOURCE** by the last day of each monthly invoice period during the first year of the contract period the sum of \$34,703("Basic Fee") for the Services rendered by **ONESOURCE** during such invoice period. Services not covered by the Basic Fee shall be performed upon request of **CUSTOMER** and shall be separately invoiced by **ONESOURCE** as quoted by **ONESOURCE** prior to performance. The Basic Fee or any components thereof are subject to increases and/or decreases due to mutually agreed upon changes in the scope of services. The Basic Fee will be increased on each anniversary date of this agreement. The increases will be based on the Percent Change in the Consumer Price Index using a mutually agreed upon index published by the U.S. Department of Labor, Bureau of Labor Statistics. CPI increase shall not exceed 4% of preceding year's fee. "Pricing does not include the costs of measures required by the local, State or Federal government to protect

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R 8/19/03
SEP 8/20/03

the ecosystem, such as canker decontamination. Contract is subject to escalation for governmental mandates affecting the ecosystem and impacting job sites where OneSource Landscape & Golf Services, Inc. is providing services".

4. Invoices are payable upon receipt and are due on the last day of the invoice period. A late charge of 1-1/2% per month will be imposed on all balances outstanding for more than 30 days. Where state law mandates a lower charge, the late charge shall be at the rate legally permitted. In the event that any balance remains outstanding for more than 60 days, the **CUSTOMER** hereby acknowledges **ONESOURCE'S** right to terminate this Agreement upon ten (10) days written notice to **CUSTOMER**. **CUSTOMER** agrees to pay to **ONESOURCE** all costs, including attorney's fees, incurred by **ONESOURCE** in collecting any overdue balances. Failure of **ONESOURCE** at any time to exercise its rights hereunder shall not be construed as a waiver of such rights or as a bar to the later exercise thereof.
5. **CUSTOMER** agrees to pay other vendors and/or provide the following services not covered in this Agreement:
 - A. Utilities expense (electric, water, gas, sewer)
 - B. Tree Removal
 - C. Consultant fees
 - D. Capital improvements
 - E. Irrigation Pump and Motor repairs or replacement
6. If **CUSTOMER** takes exception to any services performed or claims that **ONESOURCE** has failed to perform any services, such exception or claim must be submitted to **ONESOURCE** by certified mail within ten (10) business days of the **CUSTOMER'S** discovery or the services in question shall be deemed accepted by the **CUSTOMER**.
7. **ONESOURCE** agrees to indemnify and hold harmless the **CUSTOMER** from and against all liabilities, costs, and expenses resulting from claims and lawsuits directly attributed to the negligent performance of **ONESOURCE** under this Agreement. **CUSTOMER** agrees to notify **ONESOURCE** within ten (10) business days of its knowledge of any incident to which **ONESOURCE** may be construed as liable.
8. **ONESOURCE** will, at its expense, maintain combined single limit liability insurance with limits of \$1,000,000 for bodily injury and property damage. **ONESOURCE** shall also maintain statutory worker's compensation insurance and employer's liability insurance in the amount

[Handwritten signatures and dates]
8/25/03 8/19/03
8/17/03
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of \$100,000 each occurrence, and, if requested, shall deposit with the **CUSTOMER** a Certificate of Insurance evidencing such coverage.

9. **ONESOURCE** shall be responsible for all payroll taxes and payments required under employment insurance laws with respect to employees of **ONESOURCE** performing under this Agreement.
10. The **CUSTOMER** agrees that it will not, while this Agreement is in effect and for at least one year after the termination of **ONESOURCE** Services hereunder, employ, hire, or engage any person who shall have been a management representative of **ONESOURCE** described as a Golf Course Superintendent, Assistant Golf Course Superintendent, Project Manager or Assistant Project Manager.
11. The **CUSTOMER** shall provide adequate storage space for **ONESOURCE'S** supplies and equipment and shall permit **ONESOURCE**, upon the expiration or termination of this Agreement, to remove its equipment and supplies from the premises within ten (10) working days after such expiration or termination.
12. If **ONESOURCE** shall be prevented or hindered from the performance of Services by reasons beyond its control including, without limitation, fire, floods, riots, strikes, or acts of God, then **ONESOURCE** shall be excused from the performance of such Services and **CUSTOMER** from the obligation of payment therefore to the extent and for the period that such performance is prevented or hindered by such condition or event.
13. Any notice which either party is required or may desire to give to the other under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, addressed to the respective party at its address shown at the beginning of this Agreement, or to such other address as either party heretofore shall designate by notice in writing. Notices mailed as aforesaid shall be deemed to have been given or served for all purposes under this Agreement on the third business day following the date on which they are deposited in the United States mail.
14. All understandings and agreements heretofore or simultaneously had between the parties are merged into this Agreement and are contained herein, and this Agreement fully and completely expresses the agreement between the parties with respect to the subject matter hereof.
15. This Agreement may not be changed or modified orally, but only by a specific amendment in writing signed by the party against whom any such change or modification is to be enforced. In the case of conflict with any

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JEP 8/20/03

other writing signed by the parties, the terms of this Agreement shall govern.

16. All provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective legal successors and assigns of **ONESOURCE** or **CUSTOMER**.
17. This Agreement shall be construed pursuant to the laws of the State of Florida and the parties hereby agree that any disputes arising hereunder shall be submitted to arbitration under the rules of the American Arbitration Association as then in effect and that the award of the arbitrators shall be enforceable in any court of competent jurisdiction.
18. **CUSTOMER** agrees that where sales tax is applicable to the Services or any part thereof, **CUSTOMER** will pay said sales taxes in addition to the Basic Monthly Fee, either per invoice or where liability therefore is determined upon audit by taxing authorities.
19. **ONESOURCE** will submit monthly reports to the **CUSTOMER** representative.
20. **OneSource** will not use the leased equipment at other properties; all equipment listed in Exhibit "B" will remain at the **Customer** location at all times. It is further agreed that if this Agreement is terminated at any time for any reason prior to September 30, 2008, **Barefoot Bay Golf Course** will be required to reimburse **OneSource** for the remaining lease term of all equipment listed in Exhibit "B" or the remaining book value, whichever is less. "At the end of the Contract the Toro Transport Frame will still have 2 years of the lease left since it is a seven year lease. If the contract is not renewed the **Customer** will not be responsible for assuming this piece of equipment." **OneSource** agrees to execute a Bill of Sale and any other document necessary to transfer to the **Customer** ownership of the equipment listed in Exhibit "B" immediately upon reimbursement by the **Customer**.
21. **OneSource** will remove the pampass grass and trench out the areas on #6 and #8 to see if that helps the drainage on those holes. If parts or extra labor is needed for these projects then **Onesource** will notify customer so the customer may help with this project.
22. **Onesource** will cap the equipment maintenance at \$10,000 a year. If equipment repair cost exceeds this amount in any one-contract year,

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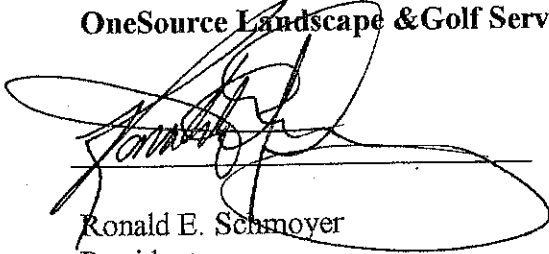
Barefoot would be required to reimburse **OneSource** dollar for dollar for this coverage. In addition, should **OneSource** not require the \$10,000 in any one-contract year, **Barefoot Bay** and **OneSource** would share equally in this cost savings. **OneSource** will provide **Barefoot Bay** on a quarterly basis, a statement listing current equipment repair costs.

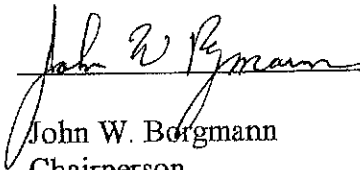
23. **OneSource** agrees to provide staff levels ranging between 6 to 8 persons including management and service workers; the number of staff will be determined by **OneSource** management to meet the specifications listed in the Golf Course Maintenance Guidelines attached to this service agreement.

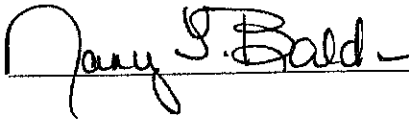
IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of AUGUST, 2003.

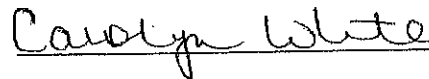
OneSource Landscape & Golf Services, Inc.

Barefoot Bay Recreation District


Ronald E. Schmoyer
President


John W. Borgmann
Chairperson


Nancy S. Bald


Carolyn White

Witness

Witness

Golf Course Maintenance Guidelines

Warm Season Grasses

Greens and Practice Putting Greens

A. Mowing -

Warm Season - mowed daily ranging from .150" to .250" depending on weather with a triplex mower; varying mowing directions each time greens are mowed.

Cool Season - mowed daily ranging from .150" to .250" depending on weather with triplex greens mowers; varying mowing directions each time greens are mowed.

B. Change cup locations daily during the season.

C. Repair ball marks, divots, or any other damaged turf on all greens and practice putting greens daily.

D. Core aerify all greens and practice putting greens three (3) times each summer. This will be done with a John Deere 1000 or approved equal which places holes on two (2) inch centers and a minimum of four (4) inches deep.

E. Top dress all greens and practice putting greens after aerification and additionally as needed to maintain a smooth putting surface. A top dressing application rate of 0.6 to 1.0 cubic yards of material per 1,000 square feet will be used. Top dressing will occur once every 3-4 weeks during the summer growing season of May through September and as needed (2-4) times during the winter.

F. Light vertical mowing of all greens and practice putting greens shall be performed every 3 weeks or as needed from May to September to control mat and thatch build up and stimulate optimum turf growth.

G. Spiking of all greens and practice greens shall be performed as conditions warrant but at least 1 time per month during the non- growing season.

H. Fertilization -Analysis and quantity shall be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Only fertilizer specifically formulated for putting greens shall be applied, utilizing a combination of slow and quick release granular formulations. Greens shall receive 16-24 pounds of actual nitrogen per 1000 square feet per year. Additionally, foliar applications will be used to enhance color. Weak and high traffic areas will receive additional

Jack
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EXHIBIT "A"

fertilizations.

I. Fungicide - Appropriate fungicide applications will be made when weather conditions favor the development of a fungal infestation.

J. Pre-emergent chemicals - shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate.

K. Weed Control - all greens and practice greens shall be maintained free of foreign grasses and weeds to the extent that it is currently possible with modern cultural practices.

L. Insecticide - all greens and practice greens shall be treated as required to control insect activity and prevent damage to the turf.

M. Overseeding - all greens areas shall be overseeded each fall with an appropriate rate of *Poa trivialis* or Owners preferred seed species. Proper cultural practices will be implemented before and after application to ensure successful germination of the seed.

Areas Used for Tee Surface

A. Mowing - all tees shall be mowed to a height ranging from .375" to .650"; no less than two (3) times per week.

B. Top dressing - all tees shall be top-dressed a minimum of three (3) times each summer with daily divot repair.

C. Set-up - tee markers shall be moved daily during season. Litter containers shall be emptied daily. Ball washers shall be filled as needed and supplied with clean towels. Ball washers shall be checked and filled with cleaning solutions on a daily basis. Also, will be drained and refilled as necessary to provide a sanitary cleaning solution.

D. Weed control - tees shall be kept weed-free to the extent it is currently possible with modern cultural practices.

E. Vertical mowing - all tees shall be vertically mowed as necessary to provide the best possible playing conditions.

F. Aerification - All tees shall be core aerified a minimum of twice each summer.

G. Fertilization - All tees shall be fertilized at a rate of 6-12 pounds of nitrogen per 1000 square feet on an annual basis. Bi annual (spring and fall) soil analysis shall be

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EXHIBIT "A"

utilized to determine other specific nutritional requirements. Shaded and par 3 teeing areas will be placed on a supplemental program to ensure proper vigor.

- H. Overseeding - all tees shall be overseeded each fall with perennial ryegrass at an appropriate rate.
- I. Insecticides: all tees will be treated to control insect activity. The appropriate insecticide will be used to control mole crickets and worms.

Fairways and Roughs

All Areas of Play except Greens, Tees and Natural Growth Areas

- A. Mowing - all fairways shall be mowed a minimum of three (3) times per week between .500" to .750" during growing season. All roughs shall be mowed at least one (1) time per week. Adjustments in the rough mowing frequencies will be made if the Owner chooses not to overseed the rough areas.
- B. Aerification - all fairways and roughs shall be aerified a minimum of two (2) times per summer. Aerification holes shall not exceed a spacing of four (4) inches on center or be of a diameter of less than 1/2" with a minimum penetration of two (2) inches. For any areas through the golf course where there is heavy traffic and where patterns are very concentrated, such as exit and entrance points of cart paths, supplemental core aerifications will be conducted.
- C. Fertilization - all fairways shall be fertilized with 2-8 lbs of nitrogen per 1000 square feet on an annual basis. Roughs will receive 2- 4 lbs of nitrogen per 1000 square feet on an annual basis. Soil analysis results (spring and fall) shall be used to determine supplemental nutritional requirements and amendments. High traffic, weak areas, and bunker faces will receive supplemental fertilizations as needed to correct deficiencies. Bahia roughs shall receive a minimum of 1lb of nitrogen per 1000 square feet on an annual basis.
- D. Weed control - fairways shall be kept weed free to an extent of at least 98% of the area by the proper application of approved herbicides. Pre-emergent and post emergent treatments will be used on trouble areas.
- E. Insecticides - fairways and roughs will be treated to control insect activity. The appropriate insecticides will be used to control mole crickets and worms.

Out of Play Areas

Out of play areas will be mowed at least 1 time per month during the active growing

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season.

Landscape Areas and Clubhouse

All areas within perimeter of operations planted with ornamental plants, not intended for golf play and having a definable border.

- A. Clean-up** - The golf course areas shall be policed and maintained free of trash and debris such as paper, drinking cans, and bottles.
- B. Weed control** - All plant beds and tree rings shall be maintained free of weeds or grass to the extent it is possible with either mechanical or chemical means.
- C. Trimming** - Plant material 15 feet tall or less (trees, shrubbery, and ground covering) shall be trimmed as necessary to provide for good appearance, protection from wind, and insect damage. Other trees will be pruned, as necessary, up to a height of 15 feet.
- D. Clubhouse area** will be mowed a minimum of once weekly.
- E. Installation** of new ornamental plants and annual plants are not included.

Irrigation

All equipment required to irrigate all areas of the golf course and clubhouse grounds.

- A. Repair or replace** all heads, valves, controllers, wiring and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways and roughs) down stream of the cla-valve on an on going basis.
- B. The irrigation pump station** shall be monitored and inspected on a regular basis and OneSource will perform routine greasing, packing and gland adjustments. A qualified pump service company at the owner's expense shall perform all additional service to the pumps, motors, valves and control panels. Contractor will provide a copy of service reports for its records. In the event replacement of pumps and/or pump station components necessary for delivery of irrigation water becomes necessary, such replacement will be at the expense of the Owner.
- C. Contractor** will not be responsible for damage to the irrigation system resulting from acts of nature (lightning) or vandalism.

Edging

Edging of trees, sprinklers, valve boxes, meter boxes, backflow preventer, etc., shall

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EXHIBIT "A"

be done as needed to ensure no obstruction of play from growth around these items. Edging of cart paths will be performed four (4) times a year and more frequently in high profile areas to keep a neat appearance.

Sand Traps

Greenside sand traps shall be raked a minimum of five (5) times per week during peak season and three (3) times per week during the off-season. Daily inspection of the traps will include hand raking obvious footprints left unraked by golfers. All traps shall be edged a minimum of six (6) times per year by mechanical means, to maintain a neat and orderly appearance. The cost of sand for replacement or replenishment of sand traps and the cost of installation of the sand shall be the responsibility of the owner.

Construction and Remodeling

Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps and/or trap sand, addition or removal of any hazards (water, trees or native vegetation), and addition of drainage lines, or the modification of any portion of the golf course or the buildings must be approved by and paid for by the Owner.

Trash Removal

Domestic trash removal will be at the expense of OneSource. Other items such as grass clippings, tree limbs and other organic debris will be deposited at a site made available by the Owner. Additionally, the contractor will take special care to ensure minimal problems for refuse odors, insects, etc.

Drainage

The Contractor shall not be responsible for drainage problems, which may develop as a result of an act of nature. Improvements to the drainage system on the golf course will be performed under a separate agreement. Normal maintenance of the existing drainage system will be the responsibility of the Contractor.

Lakes

The Contractor will maintain the grass to the water's edge on lake and drainage areas. Aquatic maintenance of the lakes will be the responsibility of OneSource either by doing it in house or subcontracting to an aquatic maintenance company.

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Golf Course Supplies and Service Islands

The Contractor will be responsible for replacement of all flags, flagpoles, and cups as needed for a maximum of two (2) change outs per year. The Contractor will be responsible for repairs of ball washers, tee markers, and water coolers (unelectric). Ball washer towels and trap rakes will be replaced as necessary. The Contractor will not be responsible for damage or replace flagpoles, flags, cups and trap rakes caused by vandalism and/or theft.

Lawn Bowling

Onesource agrees to maintain the lawn bowling area. This includes mowing a minimum of twice weekly, fertilizing, aerating, and pesticide applications. This also includes irrigation repair except for pumps and controllers.

Equipment

The only equipment Barefoot Bay would be responsible for replacing would be:

- (1) Tractor. This has about 7 years left before it would need to be replaced.
 - (1) Loader. This also has about 7 years left before it needs to be replaced.
 - (1) Greens aerator. This has about 3 years left before it would need to be replaced.
 - (1) Fairway aerator. This has about 5 years left before it would need to be replaced.
 - (1) Slope mower. This has about 3 years left before it would need to be replaced.
- Barefoot Bay would also be responsible for the shop equipment. Most shop equipment is in good shape and will not need to be replaced for 3-5 years.

In the future, when the remaining equipment owned by Barefoot Bay needs to be replace, Barefoot Bay would have the option to replace it, or request OneSource to provide the replacement equipment and once again amend the contract.

BAREFOOT BAY GOLF COURSE

AGREEMENT FOR GOLF COURSE MAINTENANCE

ADDENDUM 1 DATED September 4, 2008

**Barefoot Bay Recreation District
Barefoot Bay, Florida**

CONTRACTOR: OneSource Landscape & Golf Services, Inc.

TERM: October 1, 2008 through October 31, 2008

ORIGINALS TO:

James Kormondy – Barefoot Bay Recreation District
Sandy Jorgensen - OneSource Landscape & Golf Services, Inc.

COPIED TO:

Keith Kirchoffer – OneSource Landscape & Golf Services, Inc. – Sr. District Manager
Cheryl Myers – OneSource Landscape & Golf Services, Inc. – Office Manager

ADDENDUM TO THE ORIGINAL AGREEMENT

THIS ADDENDUM is made this ____ day of September 2008, by and between the **Barefoot Bay Recreation District, ("Customer")**, and **OneSource Landscape & Golf Services, Inc. ("CONTRACTOR")** to the original Agreement made the 11th day of August 2003 and executed by Ronald E. Schmoyer on August 19, 2003 and John W. Borgmann on January 25, 2003

Terms of contract to be extended to October 31, 2008. OneSource's monthly billing will be \$ 39,131.

In consideration of the extension period, OneSource expressly waives its right to collect any and All maintenance costs from Barefoot Bay covering the five-year term of the Original Agreement (specifically including, but not limited to August 2008, September, 2008, and the extension period of October 2008), pursuant to Paragraph 22 of the Original Agreement.

All other provisions of the Agreement shall continue in full force and effect. OneSource and Customer affirm their execution of the underlying Agreement effective as of October 1, 2003 as amended. This amendment, comprised of 1 page, forms an integral part of this Agreement.

Barefoot Bay Recreation District
Customer

By

Kenneth J. Grandwini
Community Manager

Title

Date

10-8-08

Witness & Date

Susan Cuddie
10-8-08

OneSource Landscape & Golf Services, Inc.
ONESOURCE

By

[Signature]
Executive Vice President

Title

Date

10/2/08

Witness & Date

[Signature]
[Signature] *10/2/08*

ADDENDUM TO THE ORIGINAL AGREEMENT


THIS ADDENDUM is made this 10th day of September 2008, by and between the **Barefoot Bay Recreation District, ("Customer")**, and **OneSource Landscape & Golf Services, Inc. ("CONTRACTOR")** to the original Agreement made the 11th day of August 2003 and executed by Ronald E. Schmoyer on August 19, 2003 and John W. Borgmann on August 25, 2003 .

Terms of contract to be extended to October 31, 2008. OneSource's monthly billing will be \$ 39,131 .

All other provisions of the Agreement shall continue in full force and effect. OneSource and Customer affirm their execution of the underlying Agreement effective as of October 1, 2003 as amended. This amendment, comprised of 1 page, forms an integral part of this Agreement.

Barefoot Bay Recreation District
Customer

By


Title Chairman, Bd. of Trustees

Date

9-10-08

Witness & Date


9-10-08

OneSource Landscape & Golf Services, Inc.
ONESOURCE

By


Title VICE PRESIDENT

Date

9.10.08

Witness & Date

 9-10-08

BAREFOOT BAY GOLF COURSE

AGREEMENT FOR GOLF COURSE MAINTENANCE

ADDENDUM II DATED October 28, 2008

**Barefoot Bay Golf Course
Barefoot Bay, Florida**

CONTRACTOR: OneSource Landscape & Golf Services, Inc.

TERM: November 1, 2008 through December 31, 2008

ORIGINALS TO:

James Kormondy – Barefoot Bay Recreation District
Sandy Jorgensen - OneSource Landscape & Golf Services, Inc.

COPIED TO:

Keith Kirchoffer – OneSource Landscape & Golf Services, Inc. – Sr. District Manager
Cheryl Myers – OneSource Landscape & Golf Services, Inc. – Office Manager

ADDENDUM TO THE ORIGINAL AGREEMENT

THIS ADDENDUM is made this 28th day of October 2008, by and between the **Barefoot Bay Recreation District, ("Customer")**, and **OneSource Landscape & Golf Services, Inc. ("CONTRACTOR")** to the original Agreement made the 11th day of August 2003 and executed by Ronald E. Schmoyer on August 19, 2003 and John W. Borgmann on August 25, 2003.

Terms of contract to be extended to December 31, 2008. OneSource's monthly billing will be \$ 39,131 .

All other provisions of the Agreement shall continue in full force and effect. OneSource and Customer affirm their execution of the underlying Agreement effective as of October 1, 2003 as amended. This amendment, comprised of 1 page, forms an integral part of this Agreement.

OneSource Landscape & Golf Services, Inc.

OneSource
Barefoot Bay Recreation District
Customer

By

Title

Date

Witness & Date

Val P. Ell

President

2/6/09

Barefoot Bay Recreation District, Customer
OneSource Landscape & Golf Services, Inc.
ONESOURCE

By

Title

Date

Witness & Date

Harold J. Brandewie

Community Manager

12-15-08

Janice

12/15/08

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on December 19, 2008 by and between OneSource Landscape & Golf Services, Inc. ("OneSource"), having an office at 5028 Tampa West Blvd., Tampa, FL 33634 and Barefoot Bay Recreation District ("Customer"), having an office at 625 Barefoot Bay Boulevard Barefoot Bay, Florida 32976-7305.

RECITALS

WHEREAS, Customer is a mobile home recreational district in the State of Florida; and

WHEREAS, OneSource is in the business of providing professional services of landscaping and maintenance of golf course facilities and has for the past five (5) years provided said services to Customer; and

WHEREAS, On or about September 21, 2008, Customer issued a Notice of Invitation to Bid/Request for Proposals (hereinafter referred to as "Golf Course Maintenance RFP Packet") for a five (5) year agreement for landscaping and maintenance of its golf course facilities; and

WHEREAS, On or about October 13, 2008, OneSource submitted a response to the Customer's Golf Course Maintenance RFP Packet; and

WHEREAS, On or about October 28, 2008, after considering recommendations of a selection committee which evaluated all responses received by Customer in response to its Golf Course Maintenance RFP Packet, the Customer's Board of Trustees authorized engagement of OneSource to perform professional landscaping and maintenance of its owned and operated golf course facilities; and

WHEREAS, it is determined to be in the mutual advantage of Customer and OneSource to enter into this Agreement set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, Customer agrees to hire OneSource and OneSource agrees to perform services for Customer upon the following terms and conditions:

1. **Recitals.** The above recitals are true and correct, form a material part of, and are incorporated into this Agreement.
2. **Covenant of Good Faith.** OneSource and Customer agree, in each party's respective dealings with the other party to act in good faith.
3. **Scope of Services.** OneSource agrees to furnish to the Customer all labor, equipment, and supplies required to perform the services as described in Schedule 1 – Scope of Services, which is specifically attached and incorporated herein by reference.
4. **Designated Location(s).** The Customer location(s) to be serviced by OneSource are set forth on Schedule 2 -Designated Location(s), which is specifically attached and incorporated herein by reference.

5. Performance. OneSource employees will be properly supervised and perform Services in a workmanlike manner in apparel suitable for the location and assigned task.

5.1 Upon Customer's discovery of any deficiencies in service, Customer will inform OneSource of such deficiencies in writing within ten (10) business days of the date of such discovery. Thereafter, OneSource shall be given a reasonable period of time, as agreed to in writing by both Parties, to cure any such deficiency. Failure to cure such deficiencies within the time period agreed to by the Parties shall constitute a breach of this Agreement.

5.2 If Customer takes exception to any Services performed or claims that OneSource has failed to perform any Services, such exception or claim must be submitted to OneSource within ten (10) business days of the date of the Customer's discovery of such deficiency. Otherwise, the Services in question will be deemed accepted by the Customer.

6. Contract Contact/Notices . OneSource's and Customer's primary point of contact for all matters pertaining to OneSource's and Customer's implementation of this Agreement are the individuals listed below. All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or mailed registered or certified mail, return receipt requested, and postage prepaid:

If to Customer: Daniel Brandewie
Barefoot Bay Recreation District
625 Barefoot Bay Boulevard
Barefoot Bay, Florida 32976

If to OneSource: Keith Kirchoffer
5028 Tampa West Blvd.
Tampa, FL 33634

or to such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective on receipt by the other party.

7. Service Fees. The Customer agrees to pay OneSource the fees set forth on appended Schedule 3 - Basic Fee, which is specifically attached and incorporated herein by reference, plus applicable sales tax, if any. OneSource recognizes that as a political subdivision of the State of Florida, Customer qualifies for State of Florida sales tax exemption. Wherever permissible by Florida Law, in accordance with Chapter 212, Florida Statutes, OneSource agrees to utilize Customer's sales tax exemption in the purchase of goods or services on behalf of Customer in the performance of the Scope of Services under this Agreement.

7.1 All work over and above the Services set forth on Schedule 1 will be performed at the Customer's request and will be charged to Customer in accordance with Schedule 3.1 - Additional Services at OneSource's then-current hourly rates, as applicable.

7.2 Schedule 3 - Basic Fee does not include the costs of extraordinary measures required by the Local, State or Federal government, such as increased security clearances or governmental mandates affecting the ecosystem. Service Fees are subject to escalation in the event of governmental mandates impacting designated locations where OneSource is providing services.

8. Basic Service Fee Increases. The Schedule 3 - Basic Fee will be adjusted at the beginning of the third, fourth, and fifth years of this Agreement in an amount equal to the CPI Inc, not to exceed 3% of the initial annual contract price.

9. Payment. Invoices are payable upon receipt and are due thirty (30) days from the date of invoice.

9.1 Customer specifically agrees to pay all invoices for services rendered by OneSource within thirty (30) days.

9.2 If any balance remains outstanding for more than forty-five (45) days, OneSource may terminate this Agreement effective upon ten (10) days written notice to Customer.

9.3 Customer agrees to pay all costs, including reasonable attorney's fees and expenses, incurred by OneSource in collecting overdue balances outstanding for greater than forty-five (45) days.

10. Term. This Agreement will be effective beginning on the last date of execution by either party ["Effective Date"] and will remain in full force and effect for five (5) years ["Termination Date"]. Either party may terminate this Agreement earlier than the Termination Date at any time, for any reason whatsoever, by providing the other party with ninety (90) days prior written notice prior to the effective date of such early termination. In the event that Customer gives notice of such early termination, Customer shall be obligated to pay OneSource for all services rendered through the effective date of early termination. In the event that OneSource gives notice of such early termination, Customer shall have the option of allowing OneSource to provide services for the full ninety (90) day notice period or having OneSource cease providing services sooner than the ninety (90) day notice period. In the event that Customer directs OneSource to cease providing services sooner than the ninety (90) day notice period, Customer shall only be obligated to pay OneSource for services rendered through the last date of such services being rendered.

11. Indemnification. Each party, to the extent permitted by law, will indemnify, defend and hold harmless the other party, its affiliates, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract or violation of law for which the indemnifying party, its employees, agents, subcontractors, or assigns in the performance of work under this Agreement is at fault. In the event the parties are jointly at fault, each party will indemnify the other in proportion to its relative fault. As part of this indemnification, the indemnifying party agrees to pay, on behalf of the non-indemnifying party, the cost of the non-indemnifying party's legal defense as may be selected by the non-indemnifying party for all claims described in this paragraph. Such payment on behalf of the non-indemnifying party shall be in addition to any and all legal remedies available to the non-

indemnifying party and shall not be considered to be the non-indemnifying party's exclusive remedy. In agreeing to this provision, the Customer does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision.

11.1 Each party agrees to notify the other as soon as reasonably possible of any personal injury or property damage occurring at Customer's property of which either is aware relating to actual or alleged potential liability to either party and to cooperate one with the other with respect to any investigation of the incident/accident.

12. Insurance. Subject to applicable deductibles and self-insured retentions, which are the obligation of OneSource to satisfy in full, OneSource will maintain, at OneSource's expense, with a reputable insurance company, statutory workers' compensation insurance and employer's liability insurance in the amount of \$500,000 for each occurrence and combined single limit liability insurance with limits of at least \$2,000,000 per occurrence for bodily injury and property damage which can be a combination of primary and excess coverage's. If requested, OneSource will provide Customer with a Certificate of Insurance evidencing such coverage. OneSource naming of Customer and Customer's Designated Parties as additional insured under its insurance policies pursuant to this contract shall in no event be construed for any purpose so as to make OneSource or its insurer liable for the acts or omissions of the Customer and Customer's Designated Parties.

13. Effect of Termination. Termination of this Agreement will not release Customer from the obligation to pay any sums otherwise due to OneSource or operate to discharge any liability which has been incurred by Customer or by OneSource prior to the effective date of such termination. Any such obligations including, but not limited to, those involving payment and/or indemnification arising under the provisions of this Agreement shall survive termination of this Agreement

14. Parties' Relationship. This Agreement is not intended to create and will not be construed as creating between OneSource and Customer the relationship of principal and agent, joint ventures, co-partners, or any other similar relationship, the existence of which is expressly denied, nor will OneSource be considered in any sense an affiliate or subsidiary of the Customer. The relationship between the parties will be that of independent contractor and Customer, and not of employer-employee.

15. Employment Taxes. OneSource will be responsible for all payroll taxes and payments required under employment insurance laws with respect to employees of OneSource performing under this Agreement.

16. Sales and Use Taxes. Unless Customer provides OneSource with a current and valid tax certificate of exemption as referenced above in Section 7 of this Agreement, Customer is responsible for any sales or use taxes upon the compensation paid by Customer for products delivered or services provided to Customer under this Agreement. OneSource will itemize sales or use taxes separately on OneSource's invoices and will be responsible for remitting the taxes to the tax authority. OneSource is responsible for all other taxes, duties and fees.

17. Employee Performance. It will be the responsibility of Customer to notify OneSource of any report received by Customer that any OneSource employee is incompetent, unfit, and disorderly or is using profane or abusive language to any person. OneSource agrees to discharge any such employee from working on Customer's Designated Location and will not reemploy any such person on Customer's Designated Location without the express written consent of Customer.

18. Employee Non-solicitation. The Customer will not, while this Agreement is in effect and for at least one (1) year after the termination of this Agreement, directly or indirectly, employ, hire or engage any person who is or was a superintendant or assistant superintendant of OneSource.

19. Equipment & Supplies. Except as otherwise set forth on Schedule 4 to this Agreement, which is specifically attached and incorporated herein by reference, all equipment and supplies to be used in performing OneSource Services will be provided by OneSource at OneSource's cost and expense.

19.1 If OneSource is using chemical products to perform Services pursuant to this Agreement, OneSource will conform with OSHA's Hazardous Communication Standard and comply with any and all similar federal, state, and/or local laws and regulations relative to any equipment, materials, or supplies brought onto Customer's Designated Location(s).

19.2 OneSource will provide Customer with Material Safety Data Sheets for materials used or stored at Customer's Designated Location(s).

19.3 Customer acknowledges that all equipment, except as otherwise provided on Schedule 4 to this Agreement, and unused materials are the property of OneSource.

19.4 Upon the expiration or termination of this Agreement, OneSource will remove OneSource's equipment and supplies from Customer's Designated Location(s) within a reasonable time as agreed to by the parties.

19.5 Customer will provide access to all necessary utilities including electric and water to enable OneSource to perform the Services.

20. Natural Disasters and Water Restriction. OneSource will be proactive in the event of Hurricanes, Wind Storms and/or other acts of God. Our Project Supervisors will communicate with Management prior to any known event and will be on property within 24 hours immediately following. For crews other than maintenance, OneSource has established pricing (Schedule 5-Natural Disasters, which is specifically attached and incorporated herein by reference) for the use of OneSource's local based personnel and equipment during the first one (1) year of this Agreement, should Customer employ these services for natural disaster renovation and/or clean up services. Drought is likely to occur in every part of Florida at one time or another. OneSource will proactively seek out and address areas of turf and plants showing signs of drought related stress and work to make sure the irrigation system(s) is operating to its maximum capacity. However, OneSource will not be responsible for or have any liability for damage to or dead plant material and/or turf resulting from the lack of natural rainfall or mandated watering restrictions. These actions shall be considered an "Act of God"

21. Legal Obligation Compliance. Customer will keep, or cause to keep, the Designated Location(s) in conformity with all applicable federal, state, or local laws, ordinances, and regulations and agrees to indemnify OneSource and hold OneSource harmless for any loss or injury relating to or arising out of Customer's failure to abide by the terms of this Section.

22. Governing Law, Venue and Attorney's Fees. This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing of such action.

23. Transferability. This Agreement will be binding upon and will inure to the benefit of any corporation, or other legal entity with which OneSource may be merged or consolidated, or OneSource's successors to or assignee of the total assets which relate to this Agreement. Other than provided in the preceding sentence, neither party may sell, assign, transfer or delegate this contract or any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld.

24. Entire Agreement/Modification. All understanding and agreements between the parties are merged into and are contained in this Agreement, and this Agreement, and the attached and incorporated Schedules and Exhibits, fully and completely expresses the agreement between the parties with respect to the subject matter. This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.

25. Severability. This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.

26. Authorization. The individuals signing this Agreement for OneSource and the Customer represent and warrant that they are duly authorized and the performance of OneSource's and the Customer's obligations have been duly authorized and that this Agreement is a valid and legal agreement binding on OneSource and the Customer and enforceable according to its terms.

27. Compliance with Golf Course Maintenance RFP Packet. One Source will abide with all requirements listed in the Golf Course Maintenance RFP Packet which is attached to this Agreement and specifically incorporated herein in its entirety as Exhibit "A." To the extent of any conflict between the terms of this Agreement and the Golf Course Maintenance RFP Packet, the Golf Course Maintenance RFP Packet shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

OneSource Landscape & Golf Services, Inc. ("OneSource")

By: Dale Elkins
Date: 12/19/08
Printed Name: Dale Elkins
Title: President

Barefoot Bay Recreation District ("Customer")

By: Daniel L. Brandewie
Date: Dec 17, 2008
Printed Name: DANIEL L. BRANDEWIE
Title: Community Manager

Thomas Gunt
Chairman, Board of Trustees

Schedule 1 – Scope of Services

OneSource shall provide all services as set forth in Exhibit “A” to the Golf Course Maintenance RFP Packet. Said Golf Course Maintenance RFP Packet is also attached hereto and specifically incorporated to this Agreement in its entirety as Exhibit “A.”

Schedule 2 - Designated Location(s)

Barefoot Bay Recreation District, 625 Barefoot Boulevard Barefoot Bay, Florida 32976-7305

Schedule 3 - Basic Fee (Schedule of Values)

The Customer agrees to pay OSLGS within 30 days of each invoice (net 30) during the term of the Service Agreement for the Services rendered by OSLGS during such invoice period.

The Customer agrees to pay OSLGS the following annual amount for services provided: Four hundred and sixty nine thousand and nine hundred and twenty dollars (\$469,920.00) which will be thirty nine thousand one hundred and sixty dollars (\$39,160.00) a month.

CUSTOMER UNDER THIS AGREEMENT. OneSource WILL ITEMIZE SALES OR USE TAXES SEPARATELY ON CUSTOMER'S INVOICES. THE BASIC FEE EXCLUDES APPLICABLE SALES AND USE TAXES. CUSTOMER IS RESPONSIBLE FOR ANY SALES OR USE TAXES FOR PRODUCTS DELIVERED OR SERVICES PROVIDED BY OneSource.

Schedule 3.1 - Additional Services

Should the customer request additional services not provided for in Schedule 1 to this Service Agreement, OneSource Landscape & Golf Services, Inc will provide the Customer with a detailed proposal for all such work requested. A break down of pricing for such additional services will be provided as part of said detailed proposal.

Schedule 4 - Equipment

Equipment and maintenance of all equipment used to perform the Scope of Services under this Agreement shall be provided in accordance with the Barefoot Bay Golf Course Maintenance Equipment Inventory dated September 19, 2008 which is attached to the Golf Course Maintenance RFP Packet as Exhibit "B." Golf Course Maintenance RFP Packet is specifically attached and incorporated to this Agreement in its entirety as Exhibit "A."

As provided in the Barefoot Bay Golf Course Maintenance Equipment Inventory, prior to beginning to provide services pursuant to this Agreement, OneSource must specifically provide, at its sole expense, all equipment designated as Replacement Date "now" for use in the provision of services pursuant to this Agreement. Customer shall have no ownership interest of any kind in said equipment provided by OneSource and OneSource shall be entitled to retain said equipment at the termination of this Agreement.

OneSource may utilize other equipment that is currently owned by Customer, not scheduled to be replaced, and/or designated in notes as appropriate for backup use in the provision of services pursuant to this Agreement. Said equipment, which is owned by Customer, shall remain property of Customer during the duration and termination of this Agreement and may be used by OneSource solely for the purposes of providing services pursuant to this Agreement.

OneSource shall replace any and all damaged equipment and/or equipment scheduled to be replaced as provided in the Barefoot Bay Golf Course Maintenance Equipment Inventory at OneSource's sole expense. Customer shall have no ownership interest of any kind in any such replacement equipment provided by OneSource and OneSource shall be entitled to retain said equipment at the termination of this Agreement.

Except as otherwise provided below, OneSource shall be solely responsible for any and all equipment maintenance, repair, and/or replacement costs incurred during the term of this Agreement on all equipment utilized by OneSource to provide services under the term of this Agreement.

Customer may, at its complete and sole discretion, utilize equipment owned by Customer as reflected on the Barefoot Bay Golf Course Maintenance Equipment Inventory for any purpose whatsoever which may be unrelated to services governed by this Agreement. In such event that Customer utilizes said equipment for any purpose unrelated to services governed by this Agreement, Customer shall be responsible for the maintenance of said equipment during the period of use which is unrelated to the use of said equipment by OneSource pursuant to the terms of this Agreement.

Schedule 5 - Natural Disasters

Natural Disaster Renovation & Clean Up Services

OneSource Landscape & Golf Services, Inc. has established the following pricing for the use of OneSource's Barefoot Bay personnel and equipment during the first one (1) year of this Agreement, should Customer employ these services for natural disaster renovation and/or clean up.

GENERAL CLEAN UP

Dump Truck with 3 Man Crew (Each additional crew member)

\$125.00 per hour plus dumping fees.
\$35.00 per hour.

ARBORCARE

Bucket Truck with 3 Man Crew

Box Truck & Chipper with 3 Man Crew (Each additional crew member)

\$225.00 per hour. \$195.00 per hour.
\$35.00 per hour.

SMALL TRACTOR WORK Bobcat with Operator
(Each additional crew member)

\$135.00 per hour + materials if staking trees.
\$35.00 per hour.

IRRIGATION Repair & Retrofit Irrigation Technician Irrigation Helper

\$45.00 per hour + parts and supplies. \$35.00 per hour + parts and supplies.

The established pricing above are also available for all time and material services in lieu of a lump sum proposal.

* It is understood the above established pricing is for current in-house local Division Office equipment and personnel. Should the need arise and the Customer requests services that will require rental equipment, sub-contractors or OneSource personnel from outside our local Division, OneSource will assess the requirements and notify Customer as to lump sum pricing within a written proposal prior to commencing work.

THE BASIC FEE EXCLUDES APPLICABLE SALES AND USE TAXES. CUSTOMER IS RESPONSIBLE FOR ANY SALES OR USE TAXES FOR PRODUCTS DELIVERED OR SERVICES PROVIDED BY OneSource TO CUSTOMER UNDER THIS AGREEMENT. OneSource WILL ITEMIZE SALES OR USE TAXES SEPARATELY ON CUSTOMER'S INVOICES.

Barefoot Bay Recreation District
625 Barefoot Blvd., Florida, 32976
Telephone (772) 664-3141 Fax (772) 664-1928

NOTICE OF INVITATION TO BID

SEALED BIDS FOR A 5 YEAR GROUNDS MAINTENANCE CONTRACT FOR THE BAREFOOT BAY RECREATION DISTRICT GOLF COURSE WILL BE ACCEPTED BY THE BAREFOOT BAY RECREATION DISTRICT IN THE ADMINISTRATIVE OFFICES OF THE COMMUNITY MANAGER, 625 BAREFOOT BLVD., BAREFOOT BAY, FLORIDA UNTIL 4:30 P.M. E.S.T. ON TUESDAY, OCTOBER 14TH, 2008.

BID ENVELOPES ARE TO BE MARKED AS FOLLOWS:

RESPONSE TO REQUEST FOR GOLF COURSE MAINTENANCE PROPOSAL

The Barefoot Bay Recreation District is seeking sealed bid proposals from companies to provide all materials, labor and equipment (supplemented with available golf course equipment provided by the Barefoot Bay Recreation District) with proper supervision for the maintenance of grounds at the Barefoot Bay Recreation District Golf Course. All work will be done in accordance with the specifications listed in the "Golf Course Maintenance RPP Packet" and "Golf Maintenance Service Contract Items-Exhibit A & B". Please use this form to respond to the bid request. Prospective bidders must contact the Community Manager's office in person, by regular mail, by e-mail at dbrandewie@bbrd.org or by telephone at (772) 664-3141 for bidding documents and specifications.

Questions or concerns should be addressed to the Barefoot Bay Recreation District Golf Course Manager, Jim Kormondy. Bids will be publicly opened and read aloud at 5:00 P.M. on October 14th, 2008 in the Community Manager's Conference Room located at the Administrative offices (Building F) at the above referenced address. The Board of Trustees reserves the right to reject any and all bids.

By: Daniel L. Brandewie
Community Manager
Barefoot Bay Recreation District

Publish One Time on Sept. 21st, 2008:

Press Journal
Florida Today

SA\Golf Club\Golf Course Maintenance Contract-2009\BBRD-legal Ad 09-15-08.doc
Last printed 9/23/2008 3:32:00 PM

EXHIBIT "A"

**Barefoot Bay Recreation District
(Brevard County, Florida)**

Golf Course Maintenance RFP Packet

A) Deadline for Submittal.

Proposal Due Date: In electronic PDF format or paper format and received on or before October 14th, 2008 at 4:30 P.M. Bids will be publicly opened and read aloud at 5:00 P.M. on October 14th, 2008 in the Community Manager's Conference Room located at the Administrative offices (Building F) 625 Barefoot Blvd., Barefoot Bay, Florida.

B) Barefoot Bay Recreation District Golf Course – Background.

The Barefoot Bay Recreation District (the "District") is a Special District created by the Brevard County Board of County Commissioners in 1984 by ordinance 84-05, pursuant to the authority of Sections 418.30 through 418.309 of the Florida Statutes. The Golf Course encompasses approximately 66 acres, of which 12 acres are lakes. The course was designed by Joe Lee and has been in existence since 1972. Par is 60 and plays to 3,698 yards from the back tees.

The District is governed by a nine (9) member Board of Trustees. The Board meets bi-monthly on the second Friday at 1:00 P.M. and the fourth Tuesday at 7:00 P.M. in Building D&E, with office operations located at 625 Barefoot Blvd., Barefoot Bay, Florida 32976.

C) Purpose of Request.

The District is soliciting proposals to maintain the Golf Course as described in "Exhibit A". The District's Board of Trustees (the "Board") has authorized the request of qualifications and bids from golf course maintenance companies interested in being contracted to maintain the golf course.

Bids will be reviewed by a golf course maintenance contractor selection committee (the "Evaluation Committee").

Assuming the agreement is successfully negotiated, the selected company will be engaged by the District as its Golf Course Maintenance Contractor commencing work on November 1st, 2008.

D) Proposal Submittal Instructions.

The proposal must be submitted to the office of Daniel Brandewie, Community Manager, 625 Barefoot Blvd., Barefoot Bay, FL 32976 no later than 4:30 P.M., E.S.T. Tuesday October 14, 2008, and be identified as "Response to Request for Golf Course Maintenance Proposal." Proposals may also be delivered in electronic PDF format to the

District Manager at (dbrandewie@bbrd.org) by no later than 4:30 P.M., E.S.T. October 14, 2008, and be identified as "Response to Request for Golf Course Maintenance Proposal." It is the applicant's obligation to insure that conformation of timely receipt is obtained. Late proposals will not be accepted and a reply marked "TOO LATE" will be electronically sent.

Any corrections to a proposal prior to the submittal deadline must be submitted by the company using same PDF format methodology. No changes or corrections will be allowed after the submittal deadline.

Each applicant should carefully examine the attached Legal Advertisement of the RFP and this proposal packet and make an electronic request to the District Manager for interpretations or corrections of any ambiguity, inconsistency, or error. Only written responses issued by the District Manager should be relied upon, and all such responses will be distributed to each company that receives a copy of the RFP packet.

Responses should be prepared simply, economically, and provide straightforward and concise responses which satisfy the requirements of the RFP. Emphasis should be placed on the completeness and clarity of the content. The District shall not be liable for any expenses incurred in the preparation or presentation of the responses.

E) Timetable.

The District has established the following timetable for selection of its Golf Course Maintenance Contractor; however, the schedule is subject to change at the sole discretion of the District.

- Legal advertisement published by September 21, 2008.
- Proposals are due by 4:30 P. M. E.S.T., October 14, 2008.
- Bids to be publicly opened and read aloud at 5:00 P.M. on Tuesday, October 14th. Bidders are welcome to attend; however attendance is not mandatory. Bids will be opened at the time specified. A bid tabulation sheet will be furnished upon request after the bids have been reviewed and analyzed by the Golf Course Manager and Community Manager. Bid files may be examined during normal working hours, ten (10) days after bid opening by appointment.
- Proposals to be reviewed by October 20, 2008.
- Top three to four qualified companies to be interviewed on October 21st, 2008. Winning proposal to be posted on or before October 22, 2008. Contract to begin November 1, 2008.

F) Proposal Content.

- (1) **Transmittal Letter.** The transmittal letter, not to exceed one page, must identify an officer of the company authorized to commit to the company's proposal.
- (2) **Company Qualifications.** Discuss the qualifications of your company for the subject of Golf Course Maintenance Contractor.

- (3) **Personnel.** Provide a list of personnel that will be available for Golf Course Maintenance related services and a brief description of their qualifications.
- (4) **Client References.** Provide between 3 and 5 client references, with names, addresses, phone number, and contact person.
- (5) **Insurance.** Each response should contain a statement setting forth the amount of the company's current General Liability insurance and professional Errors and Omissions insurance.
- (6) **Business Ethics.** Disclose (i) any circumstance whereby the professional conduct of your company is currently being investigated by an administrative agency or qualification board and (ii) any prior adverse judicial or administrative decision or settlement relating to a violation of ethical standards by your company, if any.

G) Legal Requirements and Disclosure.

PLEASE NOTE THAT ALL RESPONSES TO THIS RFP WILL BE A MATTER OF PUBLIC RECORD.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six months from the date of being placed on the convicted vendor list.

Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the District Golf Course Maintenance covered herein shall apply. Lack of such knowledge by an applicant shall in no way be cause for relief from responsibility. Applicants should be aware of their need to comply with the following state laws: (i) chapter 286, Florida Statutes, regarding "Government in the Sunshine" and (ii) Chapter 119, Florida Statutes, involving Florida's Public Record Law. All records, documents, papers, accounts, and books made or received by the contractor in conjunction with the performance of services to the District shall be open to inspection during regular business hours by an authorized representative of the District and shall be retained by the contractor for a period of three years after termination of the services, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

The selected company will be prohibited from discriminating against any employee, applicant, or client because of race, creed, national origin, sex, or age with regard to, but not limited to employment practices, rates of pay, or other compensation methods and training selection. In accordance with Section 287.055(3) (d), Florida Statutes, minority and female owned businesses are encouraged to participate. The District is an equal opportunity employer.

The District reserves the right to accept or reject any or all proposals and to select the proposal which, in the opinion of the District, will be in the best interest of its taxpayers. The District also reserves the right to reject the response of any applicant which has previously failed in the proper performance of services of a similar nature. The District may, in its complete and sole discretion, waive any minor irregularity in any proposal submitted. The District reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

H) Selection Criteria.

The selection criteria shall include, but is not limited to:

1. Ability of Professional Personal.
2. Past Performance and References.
3. Ability to Meet Time and Budget Requirements.
4. Quality of Responses to the RFP.
5. Established Business.
6. Cost to Perform Contractual Obligations

I) General Conditions.

- (1) No interpretation of the meaning of the specifications, or other proposal or subsequent contract documents will be made orally to any proposing entity. Every request for such interpretation must be made in writing, addressed to Dan Brandewie, Community Manager, PO Box 779-233, Barefoot Bay, FL 32976 (dbrandewie@bbrd.org). To be given consideration, such requests must be received at least 5 days prior to the date fixed for the closing of the proposal period. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which, if issued will be sent to all prospective proposing entities at the respective addresses furnished for such purposes. Failure of any proposing entity to receive any such addendum or interpretation shall not relieve said proposing entity from any obligation under the proposal as submitted, it being understood that all proposing entities are responsible to verify that they have received any such addenda prior to submitting their proposal.
- (2) The successful proposing entity agrees to indemnify and hold harmless the District and their employees from all claims, losses, and expenses, including attorney's fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the firm, any subcontractor or any of their employees, or arises from a job-related

injury. The successful proposing entity acknowledges adequate consideration for this indemnification provision.

- (3) The proposing entity, without exception shall indemnify and hold harmless the District and its employees from liability of any nature of kind including costs and expenses for and on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of work for the District, including its use by the District. If the proposing entity uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal rate shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
- (4) All proposing entities are hereby placed on notice the District Board of Trustees and staff shall not be contacted about this Request for Proposals. Firms and their agents are hereby placed on notice that they are not to contact members of the Board of Trustees or staff (with the exception of designated liaison). Public meetings and public deliberations of the Evaluation Committee are the only acceptable forum for the discussion of merits of the services requested by the Request for Proposals; and written correspondence in regard to the Request for Proposals may be submitted to the Community Manager. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
- (5) No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any decisions with any District employee. Only those communications which are in writing from an authorized District representative may be considered. Only written communications from firms to the Community Manager will be recognized by the District as duly authorized expressions on behalf of the proposing entity.
- (6) The District will not accept proposals from entities who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a of the Immigration and Nationality Act ("INA"). The District shall consider an entities intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal.
- (7) The award is subject to provisions of the Board of Trustees' Policies Manual regarding bid instructions and State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Barefoot Bay Recreation District. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any branches.

(J) Contest of Award.

- (1) Any proposing entity that is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation.
- (2) The formal written protest shall reference the proposal number, and shall state with particularity the facts upon which the protest is based, including full details of adverse effects and the relief sought.
- (3) The affected parties may appear before the Board of Trustees as sole and final means of administrative remedy. The Board of Trustees may, in its sole discretion, sustain or reverse any award and/or take any other action necessary to adequately address the merits of any award contest.

Golf Maintenance Service Contract Items
"Exhibit A"

Term: The agreement shall be in effect for a term of approximately 5 years (November 1, 2008 to September 30, 2013). As part of the contract for services, an early termination clause shall be required so that either party may terminate this agreement by giving to the other at least ninety (90) days written notice of its desire to terminate.

The bidder shall provide an annualized estimate for services over the course of the contract.

Barefoot Bay is responsible for:

Utilities (Electric, Water, Sewer, Trash Pick-up)
Tree Removal
Consultant Fees
Capital improvements
Irrigation pump and motor repair or replacement
Provide storage space for equipment and supplies

The contracted maintenance company is responsible for:

Securing all equipment needed to care for the course (supplemented by equipment owned and made available by the Barefoot Bay Recreation District). This includes any equipment that will need to be replaced during the term of the contract.

The cost of equipment maintenance.

Provide staff levels of 6 to 8 persons including management and service workers, determined by the needs to meet the Golf Course Maintenance Guidelines.

Golf Course Maintenance Guidelines:

Greens (Including Practice Greens):

- A. Mowing: Greens mowed daily ranging from .150" to .250", varying mowing directions daily.
- B. Change cup locations 4 times a week.
- C. Repair ball marks, divots, or any other damaged turf on all greens daily.
- D. Core aerify all greens three times each summer. Holes will be on 2" centers and at least 4" deep.
- E. Top dress greens after aerification and as needed to maintain a smooth putting surface.
- F. Light verticutting of all greens every 3 weeks or as needed from May through September to control mat and thatch build-up and stimulate optimum turf growth.
- G. Spike greens at least 1 time per month during the non-growing season.

- H. Fertilization – Analysis and quantity shall be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Only fertilizer specifically formulated for putting greens shall be applied, utilizing a combination of slow and quick release granular formulations. Greens shall receive 16-24 pounds of actual nitrogen per 1000 square feet per year. Additionally, foliar applications will be used to enhance color. Weak and high traffic areas will receive additional fertilizations.
- I. Fungicide – Appropriate fungicide applications will be made when weather conditions favor the develop of a fungal infestation.
- J. Pre-emergent chemicals – shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate.
- K. Weed control – All greens shall be maintained free of foreign grasses and weeds to the extent that it is currently possible with modern cultural practices.
- L. Insecticide – All greens shall be treated as required to control insect activity and prevent damage to the turf.
- M. Overseeding – All greens areas shall be overseeded each fall with an appropriate rate of *Poa trivialis* or owner's preferred seed species. Proper cultural practices will be implemented before and after application to ensure successful germination of the seed.

Areas used for tee surface:

- A. All areas shall be mowed to a height ranging from .375" to .650"; no less than 3 times per week.
- B. All tees shall be top-dressed a minimum of 3 times each summer with daily divot repair.
- C. Tee markers shall be moved daily during the season. Litter containers shall be emptied daily. Ball washers shall be checked daily. They will be drained filled with clean water and a cleaning solution as needed. Clean towels will be supplied.
- D. Tees shall be kept weed-free to the extent it is currently possible using modern cultural practices.
- E. All tees shall be vertically mowed as necessary to provide the best possible playing conditions.
- F. All tees shall be core aerified a minimum of twice each summer.
- G. All tees shall be fertilized at a rate of 6-12 lbs of nitrogen per 1000 feet on an annual basis. Bi-annual (spring and fall) soil analysis shall be utilized to determine other specific nutritional requirements. Shaded teeing areas will be placed on a supplemental program to ensure proper vigor.
- H. All tees shall be overseeded with perennial ryegrass at an appropriate rate.
- I. All tees will be treated to control insect activity. The appropriate insecticide will be used to control mole crickets and worms.

Fairways and Roughs (all areas of play other than tees, greens, and natural growth areas):

- A. All fairways shall be mowed a minimum of 3 times per week between .500" to .750" during the growing season. All rough areas shall be mowed at least 1 time per week.
- B. All fairways and roughs will be aerified at least 2 times during the summer. Aerification holes shall not be more than 4" off center or be of a diameter less than ½ inch with a minimum penetration of 2 inches. Supplemental aerification will be conducted in high impact areas where there is heavy traffic.
- C. All fairways shall be fertilized with 2-8 lbs of nitrogen per 1000 square feet on an annual basis. Roughs will receive 2-4 lbs. of nitrogen on an annual basis. Soil analysis results (spring and fall) shall be used to determine supplemental nutritional requirements and amendments. High traffic areas, weak areas, and bunker faces will receive supplemental fertilizations as needed to correct deficiencies.
- D. Fairways will be kept weed free to an extent of at least 98% of the area by the proper application of approved herbicides. Pre-emergent and post-emergent will be used on trouble areas.
- E. Fairways and roughs will be treated to control insect activity. The appropriate insecticides will be used to control mole crickets, worms, and nematodes.

Out of play areas:

Out of play areas will be mowed at least 1 time per month during the growing season. The grass will be kept less than 4 inches at all times.

Landscape Areas and Clubhouse:

All areas within perimeter of operations planted with ornamental plants, not intended for golf play and having a definable border.

- A. The golf course area shall be policed and maintained free of trash and debris such as paper, drinking cans, bottles, and grass clippings.
- B. All plant beds and tree rings shall be maintained free of weeds or grass to the extent it is possible with either mechanical or chemical means.
- C. Plant material 15 feet tall or less (trees, shrubbery, and ground covering) shall be trimmed as necessary to provide for good appearance, protection from wind, and insect damage. Other trees will be pruned, as necessary, up to a height of 15 feet.
- D. Clubhouse area will be mowed a minimum of once weekly.
- E. Installation of new ornamental plants and annual plants are not included, except where needed to replace plants that died or become unmanageable.

Irrigation:

All equipment required to irrigate all areas of the golf course and clubhouse grounds.

- A. Repair or replace all heads, valves, controllers, wiring, and pipe as needed to maintain the proper operation of the golf course irrigation system (including greens, tees, fairways, and roughs) down stream of the cla-valve on an ongoing basis.
- B. The irrigation pump station shall be monitored and inspected on a regular basis. Routine greasing, packing, and gland adjustments will be performed. Service to the pumps, motors, valves, and control panels shall be performed by a qualified pump service company at the expense of Barefoot Bay. The contractor will provide service reports. In the event replacement of the pumps and / or pump station components becomes necessary for the delivery of irrigation water, such replacement will be at the expense of Barefoot Bay.
- C. Contractor will not be responsible for acts of nature or vandalism.

Edging:

Edging of trees, sprinklers, valve boxes, meter boxes, backflow preventer, etc., shall be done as needed to ensure no obstruction of play from growth around these items. Edging of cart paths will be performed four times per year and more frequently in high profile areas.

Sand Traps:

Greenside bunkers shall be raked a minimum of five times per week during peak season and three times per week during the off-season. Daily inspection of the bunkers will include hand raking obvious footprints left unraked by golfers. All bunkers shall be edged a minimum of six times per year to maintain a neat and orderly appearance. The cost of replacement sand shall be the responsibility of Barefoot Bay. The installation of new sand will be the responsibility of the maintenance contractor.

Construction and Remodeling:

Any change in the physical appearance of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees, native vegetation), and the addition of drainage lines, or the modification of any portion of the golf course or the buildings must be approved by and paid for by Barefoot Bay.

Trash Removal:

Domestic trash removal will be at the expense of the contractor. Other items, such as grass clippings, tree limbs, and other organic debris will be deposited in a separate container for weekly pickup. Removal of debris that is above and beyond normal will be the responsibility of Barefoot Bay.

Drainage:

The contractor shall not be responsible for drainage problems, which may develop as a result of an act of nature. Improvements to the drainage system on the golf course will be performed under a separate agreement. Normal maintenance of the existing drainage system will be the responsibility of the contractor.

Lakes:

The contractor will maintain the grass to the water's edge on lakes and drainage areas. Aquatic maintenance of the lakes will be the responsibility of the contractor either by doing it in house or by subcontracting it to an aquatic maintenance company.

Golf Course Supplies and Service Islands:

The contractor will be responsible for the replacement of all flags, flagpoles, and cups as needed for a maximum of two change outs per year. The contractor will be responsible for repairs of ball washers, tee markers, and filling and sanitizing water coolers (un-electric). Ball washer towels and trap rakes will be replaced as necessary. The contractor will not be responsible for damage caused by vandalism or theft.

Lawn Bowling:

The contractor will agree to maintain the lawn bowling area located near the Community Center Complex. This includes mowing a minimum of twice weekly, fertilizing, aerating, and pesticide applications. This also includes irrigation repair except for pumps and controllers.

Equipment:

The contractor will supplement the useful equipment that is currently owned by Barefoot Bay and provide any equipment that is needed or may be needed during the term of the contract. Provided on Exhibit B is a list of equipment owned by Barefoot Bay and its condition at this time.

Exhibit "B"

Barefoot Bay Golf Course Maintenance Equipment Inventory

September 19, 2008

Equipment Name and Type	Model #	Model Year	Condition	Replacement Date	Notes
Toro Tee Mower	3050	2000	Poor	N/A	Not in use
Toro Rotary Mower	228-D	2003	Poor	N/A	Replaced with Toro Sidewinder 3500-D
Toro Trap Rake	Sand Pro	2001	Poor	N/A	
Toro Greens Mower	3050	2003	Fair	now	Can be used as back-up green or tee mower
Toro Tee Mower	3050	2003	Fair	now	Can be used as back-up
Toro Fairway Mower	5200	2003	Poor	now	
Lely Spreader	HR	2003	Poor	now	
Toro Trap Rake	Sand Pro	2003	Fair	now	Can be used as back-up
Toro Workman	3130	2003	Fair	now	
Club Car Utility Vehicle	Turf 2	2003	Fair	now	
Club Car Utility Vehicle	Turf 2	2003	Fair	now	
Club Car Utility Vehicle	Turf 2	2003	Fair	now	
Toro Transport Frame	5-gang	2003	Good	2013	To be replaced with rotary mower. Can be back-up.
Reels for 5-gang (5 sets)			Good	2013	
Toro Turf Sprayer	1200	2003	Good	2013	
Toro Spiker		2003	Good	2013	
Toro Dethatcher Reels (3)		2003	Good	2013	
Express Duel Grinder	1000	2004 used	Good	2013	
Express Duel Grinder	Angle-master 2000	2004 used	Good	2013	
Toro Sidewinder Slope Mower	3500-d	2007	Good	2013	
Toro Pro-Core Airfyer	648	2007	Good	2013	
New Holland Tractor	tc4	2003	Good	indefinite	
Kubota front end loader	L 3600	1991	Fair	indefinite	
Massy Fergusson Tractor	240	1980's	Poor	N/A	Still runs, can be back-up

The contractor is to furnish all equipment above with the replacement date marked "now".

The 5 gang transport frame and reels used as a rough mower needs to be replaced with an articulating rotary mower system (either pull behind or self-contained).

All of the other equipment listed is owned by Barefoot Bay and is to be used by the contractor. However, all equipment must be maintained at the expense of the contractor.

The bid should include these needs.

RENEWAL AND AMENDED SERVICE AGREEMENT

THIS RENEWAL AND AMENDED AGREEMENT is made and entered into on April 13, 2018 by and between ABM Services, Inc. dba ABM Landscape and Golf Services ("ABM"), having an office at 5028 Tampa West Blvd., Tampa, FL 33634 and Barefoot Bay Recreation District ("Customer"), having an office at 625 Barefoot Bay Boulevard Barefoot Bay, Florida 32976-7305.

RECITALS

WHEREAS, Customer is a mobile home recreation district in the State of Florida; and

WHEREAS, ABM is in the business of providing professional services of landscaping and maintenance of golf course facilities and has for the past ten (10) years provided said services to Customer; and

WHEREAS, Pursuant to an RFP awarded by the Board of Trustees of Customer on or about October 28, 2008, Customer and ABM executed a Service Agreement dated December 19, 2008 (Service Agreement); and

WHEREAS, the Service Agreement dated December 19, 2008 was for a term of five (5) years; and

WHEREAS, On or about October 3, 2013, ABM proposed amendment of the term, pricing structure, and scope of work performed pursuant to the Service Agreement; and

WHEREAS, On or about October 11, 2013, the Board of Trustees of Customer approved conceptual acceptance of the proposal submitted by ABM to Customer dated October 3, 2013 and directed preparation of an Amended Service Agreement; and

WHEREAS, on January 28, 2014, the Board of Trustees of Customer approved an Amended Service Agreement to replace the Service Agreement dated December 19, 2008 and any Addendums thereto in their entirety through September 30, 2018; and

WHEREAS, the Board of Trustees of Customer and ABM desire to renew and amend the Amended Service Agreement effective upon termination of the existing Amended Agreement on September 30, 2018 for an additional five (5) year period from October 1, 2018 through September 30, 2023 in accordance with Schedule 3 - Basic Fee (Schedule of Values); and

WHEREAS, it is determined to be in the mutual advantage of Customer and ABM to enter into this Renewal and Amended Service Agreement set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, Customer agrees to hire ABM and ABM agrees to perform services for Customer upon the following terms and conditions:

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1. **Recitals.** The above recitals are true and correct, form a material part of, and are incorporated into this Agreement.

2. **Covenant of Good Faith.** ABM and Customer agree, in each party's respective dealings with the other party to act in good faith.

3. **Scope of Services.** ABM agrees to furnish to the Customer all labor, equipment, and supplies required to perform the services as described in Schedule 1 – Scope of Services, which is specifically attached and incorporated herein by reference.

4. **Designated Location(s).** The Customer location(s) to be serviced by ABM are set forth on Schedule 2 -Designated Location(s), which is specifically attached and incorporated herein by reference.

5. **Performance.** ABM employees will be properly supervised and perform Services in a workmanlike manner in apparel suitable for the location and assigned task.

5.1 Upon Customer's discovery of any deficiencies in service, Customer will inform ABM of such deficiencies in writing within ten (10) business days of the date of such discovery. Thereafter, ABM shall be given a reasonable period of time, as agreed to in writing by both Parties, to cure any such deficiency. Failure to cure such deficiencies within the time period agreed to by the Parties shall constitute a breach of this Agreement.

5.2 If Customer takes exception to any Services performed or claims that ABM has failed to perform any Services, such exception or claim must be submitted to ABM within ten (10) business days of the date of the Customer's discovery of such deficiency. Otherwise, the Services in question will be deemed accepted by the Customer.

6. **Contract Contact/Notices .** ABM's and Customer's primary point of contact for all matters pertaining to ABM's and Customer's implementation of this Agreement are the individuals listed below. All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or mailed registered or certified mail, return receipt requested, and postage prepaid:

If to Customer: John Coffey
Community Manager
Barefoot Bay Recreation District
625 Barefoot Bay Boulevard
Barefoot Bay, Florida 32976

If to ABM: Matthew Hill
Branch Manager
ABM Services, Inc. dba ABM Landscape and Golf Services
912 Avenida Central
The Villages, Florida 32159

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or to such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective on receipt by the other party.

7. Service Fees. The Customer agrees to pay ABM the fees set forth on appended Schedule 3 - Basic Fee, which is specifically attached and incorporated herein by reference, plus applicable sales tax, if any. ABM recognizes that as a political subdivision of the State of Florida, Customer qualifies for State of Florida sales tax exemption. Wherever permissible by Florida Law, in accordance with Chapter 212, Florida Statutes, ABM agrees to utilize Customer's sales tax exemption in the purchase of goods or services on behalf of Customer in the performance of the Scope of Services under this Agreement.

7.1 All work over and above the Services set forth on Schedule 1 will be performed at the Customer's request and will be charged to Customer in accordance with Schedule 3.1 - Additional Services at ABM's then-current hourly rates, as applicable.

7.2 Schedule 3 - Notwithstanding anything to the contrary, basic Fee does not include the costs of extraordinary measures required by the Local, State or Federal government, such as increased security clearances or governmental mandates affecting the ecosystem. Service Fees are subject to escalation in the event of governmental mandates or other increases beyond the reasonable control of ABM impacting designated locations where ABM is providing services.

8. Basic Service Fee Increases. Schedule 3 - Basic Fee will be adjusted at the beginning of the third, fourth, and fifth years of this Agreement in an amount equal to the CPI, not to exceed 3% increase in annual price in any given succeeding year. All applicable increases are reflected in Schedule 3 - Basic Fee.

9. Payment. Invoices are payable upon receipt and are due thirty (30) days from the date of invoice.

9.1 Customer specifically agrees to pay all invoices for services rendered by ABM within thirty (30) days.

9.2 If any balance remains outstanding for more than forty-five (45) days, ABM may terminate this Agreement effective upon ten (10) days written notice to Customer.

9.3 Customer agrees to pay all costs, including reasonable attorney's fees and expenses, incurred by ABM in collecting overdue balances outstanding for greater than fifteen (15) days past the due date.

10. Term and Termination. This Agreement will be effective from October 1, 2018 ["Effective Date"] to September 30, 2023 ["Termination Date"]. Either party may terminate this Agreement earlier than the Termination Date at any time, for any reason whatsoever, by providing the other party with ninety (90) days prior written notice prior to the effective date of such early termination. In the event that Customer gives notice of such early termination,

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Customer shall be obligated to pay ABM for all services rendered through such ninety (90) day period. In the event that ABM gives notice of such early termination, Customer shall have the option of allowing ABM to provide services for the full ninety (90) day notice period or having ABM cease providing services sooner than the ninety (90) day notice period. In the event that Customer directs ABM to cease providing services sooner than the ninety (90) day notice period, Customer shall only be obligated to pay ABM for services rendered through the last date of such services being rendered.

11. Indemnification. Each party, to the extent permitted by law, will indemnify, defend and hold harmless the other party, its affiliates, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract or violation of law for which the indemnifying party, its employees, agents, subcontractors, or assigns in the performance of work under this Agreement is at fault. In the event the parties are jointly at fault, each party will indemnify the other in proportion to its relative fault. As part of this indemnification, the indemnifying party agrees to pay, on behalf of the non-indemnifying party, the cost of the non-indemnifying party's legal defense as may be selected by the non-indemnifying party for all claims described in this paragraph. Such payment on behalf of the non-indemnifying party shall be in addition to any and all legal remedies available to the non-indemnifying party and shall not be considered to be the non-indemnifying party's exclusive remedy. In agreeing to this provision, the Customer does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision.

11.1 Each party agrees to notify the other as soon as reasonably possible of any personal injury or property damage occurring at Customer's property of which either is aware relating to actual or alleged potential liability to either party and to cooperate one with the other with respect to any investigation of the incident/accident.

12. Insurance. Subject to applicable deductibles and self-insured retentions, which are the obligation of ABM to satisfy in full, ABM will maintain, at ABM's expense, with a reputable insurance company, statutory workers' compensation insurance and employer's liability insurance in the amount of \$500,000 for each occurrence and combined single limit liability insurance with limits of at least \$2,000,000 per occurrence for bodily injury and property damage which can be a combination of primary and excess coverage's. If requested, ABM will provide Customer with a Certificate of Insurance evidencing such coverage. ABM naming of Customer and Customer's Designated Parties as additional insured under its insurance policies pursuant to this contract shall in no event be construed for any purpose so as to make ABM or its insurer liable for the acts or omissions of the Customer and Customer's Designated Parties or any third party.

13. Effect of Termination. Termination of this Agreement will not release Customer from the obligation to pay any sums otherwise due to ABM or operate to discharge any liability which has been incurred by Customer or by ABM prior to the effective date of such termination. Any

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such obligations including, but not limited to, those involving payment and/or indemnification arising under the provisions of this Agreement shall survive termination of this Agreement

14. Parties' Relationship. This Agreement is not intended to create and will not be construed as creating between ABM and Customer the relationship of principal and agent, joint ventures, co-partners, or any other similar relationship, the existence of which is expressly denied, nor will ABM be considered in any sense an affiliate or subsidiary of the Customer. The relationship between the parties will be that of independent contractor and Customer, and not of employer-employee.

15. Employment Taxes. ABM will be responsible for all payroll taxes and payments required under employment insurance laws with respect to employees of ABM performing under this Agreement.

16. Sales and Use Taxes. Unless Customer provides ABM with a current and valid tax certificate of exemption as referenced above in Section 7 of this Agreement, Customer is responsible for any sales or use taxes upon the compensation paid by Customer for products delivered or services provided to Customer under this Agreement. ABM will itemize sales or use taxes separately on ABM's invoices and will be responsible for remitting the taxes to the tax authority. ABM is responsible for all other taxes, duties and fees.

17. Employee Performance. It will be the responsibility of Customer to notify ABM of any report received by Customer that any ABM employee is incompetent, unfit, and disorderly or is using profane or abusive language to any person. ABM agrees to discharge any such employee from working on Customer's Designated Location and, to the extent permitted by law and any applicable collective bargaining agreement, will not reemploy any such person on Customer's Designated Location without the express written consent of Customer.

18. Employee Non-solicitation. The Customer will not, while this Agreement is in effect and for at least one (1) year after the termination of this Agreement, directly or indirectly, employ, hire or engage any person who is or was a superintendent or assistant superintendent of ABM.

19. Equipment & Supplies. Except as otherwise set forth on Schedule 4 to this Agreement, which is specifically attached and incorporated herein by reference, all equipment and supplies to be used in performing ABM Services will be provided by ABM at ABM's cost and expense.

19.1 If ABM is using chemical products to perform Services pursuant to this Agreement, ABM will conform with OSHA's Hazardous Communication Standard and comply with any and all similar federal, state, and/or local laws and regulations relative to any equipment, materials, or supplies brought onto Customer's Designated Location(s).

19.2 ABM will provide Customer with Material Safety Data Sheets for materials used or stored at Customer's Designated Location(s).

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19.3 Customer acknowledges that all equipment, except as otherwise provided on Schedule 4 to this Agreement, and unused materials are the property of ABM.

19.4 Upon the expiration or termination of this Agreement, ABM will remove ABM's equipment and supplies from Customer's Designated Location(s) within a reasonable time as agreed to by the parties.

19.5 Customer will provide access to all necessary utilities including electric and water to enable ABM to perform the Services.

20. **Natural Disasters and Water Restriction.** ABM will be proactive in the event of Hurricanes, Wind Storms and/or other acts of God. ABM Project Supervisors will communicate with Customer Management prior to any known event and will be on property within 24 hours immediately following, if reasonably possible. For crews other than maintenance, ABM has established pricing (Schedule 5- Natural Disasters, which is specifically attached and incorporated herein by reference) for the use of ABM's local based personnel and equipment during the terms of this Agreement, should Customer employ these services for natural disaster renovation and/or clean up services. Drought is likely to occur in every part of Florida at one time or another. ABM will proactively seek out and address areas of turf and plants showing signs of drought related stress and work to make sure the irrigation system(s) is operating to its maximum capacity. However, ABM will not be responsible for or have any liability for damage to or dead plant material and/or turf resulting from the lack of natural rainfall or mandated watering restrictions. These actions shall be considered an "Act of God"

21. **Legal Obligation Compliance.** Customer will keep, or cause to keep, the Designated Location(s) in conformity with all applicable federal, state, or local laws, ordinances, and regulations and agrees to indemnify ABM and hold ABM harmless for any loss or injury relating to or arising out of Customer's failure to abide by the terms of this Section.

22. **Governing Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing of such action.

23. **Transferability.** This Agreement will be binding upon and will inure to the benefit of any corporation, or other legal entity with which ABM may be merged or consolidated, or ABM's successors to or assignee of the total assets which relate to this Agreement. Other than provided in the preceding sentence, neither party may sell, assign, transfer or delegate this contract or any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld.

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24. Entire Agreement/Modification. All understanding and agreements between the parties are merged into and are contained in this Amended Service Agreement, and this Amended Service Agreement, and the attached and incorporated Schedules and Exhibits, fully and completely expresses the agreement between the parties with respect to the services to be provided as described on Schedule 1. Upon the Effective Date of this Amended Services Agreement, any prior Agreements, Addendums, and/or Amendments between the parties shall be deemed to have been superseded and replaced entirely by this Amended Service Agreement. The provisions of any such prior Agreements, Addenda, and/or Amendments shall survive only to the extent that have been expressly provided for in said prior Agreements, Addenda, and/or Amendments. This Amended Service Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Amended Service Agreement and made a part thereof.

25. Severability. This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.

26. Authorization. The individuals signing this Agreement for ABM and the Customer represent and warrant that they are duly authorized, and the performance of ABM's and the Customer's obligations have been duly authorized and that this Agreement is a valid and legal agreement binding on ABM and the Customer and enforceable according to its terms.

27. Public Records. All documents, maps, drawings, data and worksheets prepared by Contractor for Customer under this Agreement shall be deemed public records pursuant to Section 24 (a) of Article I of the State Constitution and/or Chapter 119, Florida Statutes and shall be maintained as public records by Contractor pursuant to the requirements of Section 24(a) of Article I of the State Constitution and/or Chapter 119, Florida Statutes.

28. Permits, Approvals, and Licenses. Contractor agrees to be solely responsible for applying for and obtaining any and all required permitting from any local, State, or Federal governmental entity necessary to perform and complete the Scope of Services provided for in Schedule 1. Contractor specifically agrees to maintain any and all appropriate local, State, and/or Federal licenses necessary to perform work as outlined in the Scope of Services provided for in Schedule 1.

29. Non-Discrimination. Contractor is prohibited from discriminating against any employee performing services pursuant to the Scope of Services provided in Schedule I of this Agreement because of race, creed, national origin, sex, or age with regard to, but not limited to, employment practices, rates of pay, or other compensation methods and/or training selection.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ABM Services, Inc. dba ABM Landscape and Golf Services ("ABM")

By: _____

Date: _____

Printed Name: _____

Title: _____

Barefoot Bay Recreation District ("Customer")

By: Brian K. Lajer

Date: 4/13/18

Printed Name: Brian K. Lajer

Title: Chairman, Board of Trustees

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Schedule 1 – Scope of Services

Golf Maintenance Service Specifications

Customer is responsible for:

Utilities (Electric, Water, Sewer, Trash Pick-up)
Tree Removal
Consultant Fees
Capital improvements
Irrigation pump and motor repair or replacement
Provide storage space for equipment and supplies

ABM is responsible for:

Securing all equipment needed to care for the course. This includes providing any and all equipment that will need to be replaced during the term of this Agreement. (See Schedule 4)

The cost of all equipment maintenance except to the extent that such maintenance is caused by the negligence, misconduct, or other fault of Customer, its agents, or employees. (See Schedule 4)

ABM will provide the labor necessary to perform Golf Maintenance Service Specifications throughout the year. This may vary depending on seasons and specification requirements.

Golf Course Maintenance Guidelines:

Greens (Including Practice Greens)

- A. Mowing: Greens mowed daily ranging from .150" to .250", varying mowing directions daily.
- B. Change cup locations 4 times a week and as needed for tournaments and events. With Golf Operations Manager approval, weather and turf conditions may result in less changes per week.
- C. Repair ball marks, divots, or any other damaged turf on all greens daily. Damage to greens incurred after hours will be repaired immediately the next day.
- D. Core aerify all greens three times each summer. Holes will be on 2" centers and at least 4" deep.
- E. Top dress greens after aerification and as needed to maintain a smooth putting surface.
- F. Light verticutting of all greens ~~every 3 weeks~~ as needed or as needed from May through September to control mat and thatch build-up and stimulate optimum turf growth.
- G. Spike or needle tine greens at least 1 time per month during the non-growing season.
- H. Fertilization – Analysis and quantity shall be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Only fertilizer specifically formulated for putting greens shall be applied, utilizing a combination of slow and quick release granular formulations. Greens shall receive ~~16-24~~ 12-24 pounds of actual

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nitrogen per 1000 square feet per year. Additionally, foliar applications will be used to enhance color. Weak and high traffic areas will receive additional fertilizations.

- I. Fungicide – Appropriate fungicide applications will be made when weather conditions favor the develop of a fungal infestation.
- J. Pre-emergent chemicals – shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate.
- K. Weed control – All greens shall be maintained free of foreign grasses and weeds to the extent that it is currently possible with modern cultural practices.
- L. Insecticide – All greens shall be treated as required to control insect activity and prevent damage to the turf.
- M. Overseeding – All greens areas may be overseeded each fall with an appropriate rate of Poa trivialis or owner's preferred seed species. Proper cultural practices will be implemented before and after application to ensure successful germination of the seed.

Areas used for tee surface:

- A. All areas shall be mowed to a height ranging from .375" to .650"; no less than 3 times per week.
- B. All tees shall be top-dressed a minimum of 3 times each summer with daily divot repair.
- C. Tee markers shall be moved daily during the season. Litter containers shall be emptied daily. Ball washers shall be checked daily. They will be drained filled with clean water and a cleaning solution as needed. Clean towels will be supplied.
- D. Tees shall be kept 90% weed-free to the extent it is currently possible using modern cultural practices.
- E. All tees shall be vertically mowed as necessary to provide the best possible playing conditions.
- F. All tees shall be core aerified a minimum of twice each summer.
- G. All tees shall be fertilized at a rate of 6-12 lbs of nitrogen per 1000 feet on an annual basis. Bi-annual (spring and fall) soil analysis shall be utilized to determine other specific nutritional requirements. Shaded teeing areas will be placed on a supplemental program to ensure proper vigor.
- H. All tees shall be overseeded with perennial ryegrass at an appropriate rate.
- I. All tees will be treated to control insect activity. The appropriate insecticide will be used to control mole crickets and worms.

Fairways and Roughs (all areas of play other than tees, greens, and natural growth areas):

- A. All fairways shall be mowed a minimum of 3 times per week between .500" to .750" during the growing season. All rough areas shall be mowed at least 1 time per week or at a frequency to maintain a maximum height of two (2) inches. Saturated areas may be skipped to prevent rutting.
- B. All fairways and roughs will be aerified at least 2 times during the summer. Aerification holes shall not be more than 4" off center or be of a diameter less than ½ inch with a minimum penetration of 2 inches. Supplemental aerification will be conducted in high impact areas where there is heavy traffic.

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- C. All fairways shall be fertilized with 2-8 6 lbs of nitrogen per 1000 square feet on an annual basis. Roughs will receive 2-4 lbs. of nitrogen on an annual basis. Soil analysis results (spring and fall) shall be used to determine supplemental nutritional requirements and amendments. High traffic areas, weak areas, and bunker faces will receive supplemental fertilizations as needed to correct deficiencies.
- D. Fairways will be kept weed free to an extent of at least 98% 90% of the area by the proper application of approved herbicides. Pre-emergent and post-emergent will be used on trouble areas.
- E. Fairways and roughs will be treated to control insect activity. The appropriate insecticides will be used to control mole crickets, worms, and nematodes. Due to the uncertain nature of Nematodes and the products to control them, all testing and decision making in regards to damage and control of nematodes with Nematicides will be discussed between ABM and the Owner. All control products will be approved by and paid for by the Owner.
- F. Overseeding
Fairways shall be overseeded each fall with 300 pounds of Perineal Ryegrass per Acre.

Out of play areas:

Out of play areas will be mowed at least 1 time per month during the growing season. The grass will be kept under 4 inches at all times.

Landscape Areas and Clubhouse:

All areas within perimeter of operations planted with ornamental plants, not intended for golf play and having a definable border.

- A. The golf course area shall be policed and maintained free of trash and debris such as paper, drinking cans, bottles, and grass clippings.
- B. All plant beds and tree rings shall be maintained 90% free of weeds or grass to the extent it is possible with either mechanical or chemical means.
- C. Plant material 45 12 feet tall or less (trees, shrubbery, and ground covering) shall be trimmed as necessary to provide for good appearance, protection from wind, and insect damage. Other trees will be pruned, as necessary, up to a height of 45 12 feet. Palm pruning is not included in this agreement but may be selectively pruned to minimize fallen wind debris.
- D. Clubhouse area will be mowed a minimum of once weekly.
- E. Installation of new ornamental plants and annual plants are not included, except where needed to replace plants that died or become unmanageable.

Irrigation:

All equipment required to irrigate all areas of the golf course and clubhouse grounds.

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- A. ~~Repair or replace all heads, valves, controllers, wiring, and pipe as needed to maintain the proper operation of the golf course irrigation system (including greens, tees, fairways, and roughs) down stream of the valve on an ongoing basis. ABM shall be responsible for labor on normal repair of all sprinkler heads, valves, wiring, pipe and controllers downstream of the pump station. The Owner will be responsible for all parts cost. Any damage caused by ABM will be repaired by ABM at no expense to the Owner.~~
- B. The irrigation pump station shall be monitored and inspected on a regular basis. Routine greasing, packing, and gland adjustments will be performed. Service to the pumps, motors, valves, and control panels shall be performed by a qualified pump service company at the expense of Customer. ABM will provide service reports. In the event replacement of the pumps and / or pump station components becomes necessary for the delivery of irrigation water, such replacement will be at the expense of Customer.
- C. ABM will not be responsible for acts of nature or vandalism.

Edging:

Edging of trees, sprinklers, valve boxes, meter boxes, backflow preventer, etc., shall be done as needed to ensure no obstruction of play from growth around these items. Edging of cart paths will be performed ~~four~~ six times per year and more frequently in high profile areas.

Sand Traps:

Greenside bunkers shall be raked a minimum of five times per week during peak season and three times per week during the off-season. Daily inspection of the bunkers will include hand raking obvious footprints left unraked by golfers. All bunkers shall be edged a minimum of six times per year to maintain a neat and orderly appearance. The cost of replacement sand shall be the responsibility of Customer. The installation of new sand will be the responsibility of ABM

Construction and Remodeling:

Any change in the physical appearance of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees, native vegetation), and the addition of drainage lines, or the modification of any portion of the golf course or the buildings must be approved by and paid for by Customer.

Trash Removal:

Domestic trash removal will be at the expense of ~~ABM~~ the Owner. Other items, such as grass clippings, tree limbs, and other organic debris will be deposited in a separate container for weekly pickup. Removal of debris that is above and beyond normal will be the responsibility of Customer.

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Drainage:

ABM shall not be responsible for drainage problems, which may develop as a result of an act of nature. Improvements to the drainage system on the golf course will be performed under a separate agreement. ~~Normal maintenance of the existing drainage system will be the responsibility of ABM.~~ Edging and flushing of the existing drainage system will be the responsibility of ABM.

Lakes:

ABM will maintain the grass to the water's edge on lakes and drainage areas. Aquatic maintenance of the lakes will be the responsibility of ABM either by doing it in house or by subcontracting it to an aquatic maintenance company.

Golf course Supplies and Service Islands:

ABM will be responsible for the replacement of all flags, flagpoles, and cups as needed for a maximum of two change outs per year. ABM will be responsible for repairs of ball washers, tee markers, and water coolers (un-electric). All ball washer towels and trap rakes will be replaced as necessary. ABM will be responsible for replacing trap racks damaged by their personnel. ABM will not be responsible for damage caused by vandalism, acts of God, or theft. Any supplies damaged by ABM will be replaced by ABM.

Lawn Bowling:

ABM will agree to maintain the lawn bowling area. This includes mowing a minimum of twice weekly, fertilizing, aerating, and pesticide applications. This also includes irrigation repair except for pumps and controllers.

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BALLFIELD MAINTENANCE SPECIFICATIONS

Barefoot Bay Softball Field

I. FIELD MAINTENANCE

A. Mowing

1. Field shall be mowed up to two (2) times per week depending on growing conditions. The practice of alternating mower patterns shall be followed; height of cut may be between 7/8" and 1 1/4". The area outside of the playing field shall be mowed one (1) time per week.
2. Weed eat along fence area once a week
3. Edge infield two (2) times a month

B. Aerification

1. Field shall be aerated once per year using appropriate equipment with the minimum of interference to play.

C. Vericutting

1. Vertical mowing shall be scheduled a minimum of two (2) times per year as conditions warrant to maintain an acceptable thatch level.

D. Fertilization

1. Type of materials and analysis shall be determined from results of soil nutrient level testing and adhering to the Florida Best Management Practices guidelines. Under normal conditions, one (1) pound of actual nitrogen per 1000 square feet may be applied ~~eight (8)~~ six (6) times a year. Typically, slow release type materials may be utilized. Soil tests shall be taken at least one (1) time per year.

E. Weed Control

1. Shall be accomplished by a semi-annual application of pre-emergent herbicides. Spot treatment with post-emergent herbicides shall be performed each month.

F. Insect and Disease Control

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1. Applications of pesticides shall be carried out on a curative "as needed" basis. IPM (integrated pest management) program will govern rates and timing of applications.

G. Overseeding

1. Perennial Rye grass shall be applied at a rate of 150 pounds per acre and should be done when climatic conditions are favorable for germination and growth. Renovating may be done prior to seeding. Mowing heights may be set at higher cuts for the initial period. Downward height adjustment shall be done as necessary during the initial growth period. ~~Additional seeding based on wear and appearance should be done as necessary.~~

H. Roto Tilling

- ~~1. Infields shall be roto tilled 3" 4" deep, laser leveled to proper % of slope during off-season.~~
 - a. ~~Rake infields five times per week (Monday through Friday)~~
 - b. ~~Brush clay back on infield once every week~~
2. G. Lining fields with paint and chalk will be done by others

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Schedule 2 - Designated Location(s)

Facilities identified in Schedule 1 maintained by Barefoot Bay Recreation District, 625 Barefoot Boulevard Barefoot Bay, Florida 32976-7305

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Schedule 3 - Basic Fee (Schedule of Values)

The Customer agrees to pay ABM within thirty (30) days of each invoice (net 30) during the term of the Amended Service Agreement for the Services rendered by ABM during such invoice period.

The monthly and annual total fees charged by ABM to Customer for the performance of the Scope of Services outlined on Schedule 1 of this Amended Service Agreement is as follows:

	<u>Monthly</u>	<u>Annual Total</u>
January 1, 2014 – September 30, 2014	\$37,493	\$337,437
October 1, 2018 – September 30, 2019	\$39,851	\$478,212
October 1, 2014 – September 30, 2015	\$37,493	\$449,916
October 1, 2019 – September 30, 2020	(Prior Annual Total Amount Adjusted for CPI increase, not to exceed 3%)	
October 1, 2015²⁰ – September 30, 2016²¹	(Prior Annual Total Amount Adjusted for CPI increase, not to exceed 3%)	
October 1, 2016²¹ – September 30, 2017²²	(Prior Annual Total Amount Adjusted for CPI increase, not to exceed 3%)	
October 1, 2017²² – September 30, 2018²³	(Prior Annual Total Amount Adjusted for CPI increase, not to exceed 3%)	

~~*Amount represents 9 month initial period.~~

ABM WILL ITEMIZE SALES OR USE TAXES SEPARATELY ON CUSTOMER'S INVOICES. THE BASIC FEE EXCLUDES APPLICABLE SALES AND USE TAXES. CUSTOMER IS RESPONSIBLE FOR ANY SALES OR USE TAXES FOR PRODUCTS DELIVERED OR SERVICES PROVIDED BY ABM.

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Schedule 3.1 - Additional Services

Should the customer request additional services not provided for in Schedule 1 to this Service Agreement, ABM Landscape & Golf Services, Inc will provide the Customer with a detailed proposal for all such work requested. A break down of pricing for such additional services will be provided as part of said detailed proposal.

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ABM Initial _____

Schedule 4 - Equipment

Provision of any and all equipment (including maintenance, repair, and/or replacement of the same) used to perform the Scope of Services pursuant to Schedule 1 of this Amended Service Agreement shall be the sole responsibility and expense of ABM. Ownership in such equipment shall remain with ABM, which shall be entitled to retain said equipment at the termination of this Agreement. Such equipment may be stored on the property of Customer during the term of this Agreement at the written direction of Customer. ABM equipment stored on the property of Customer may be only such equipment utilized for the provision of services pursuant to this Amended Service Agreement.

~~In the provision of the Scope of Services provided in Schedule 1 of this Amended Service Agreement, ABM shall be entitled to use the following equipment owned by Customer:~~

1. ~~Toro Multi-Pro 1250 Spray-Rig~~
2. ~~Toro 3500-D~~
3. ~~New Holland Tractor~~

~~ABM may utilize the above equipment and any other equipment that is currently owned by Customer, if approved by Customer in writing. Any equipment owned by Customer, but used by ABM in the performance of the Scope of Services pursuant to Schedule 1 of this Amended Service Agreement, shall remain property of Customer throughout the full duration and after termination of this Agreement. Any equipment owned by Customer may be used by ABM solely for the purposes of providing services pursuant to this Agreement and for no other purpose.~~

~~ABM shall be solely responsible for any and all maintenance, repair, and/or replacement costs for any equipment owned by Customer and utilized by ABM to provide the Scope of Services pursuant to Schedule 1 under the term of this Agreement, except to the extent that such costs for maintenance, repair, and/or replacement is caused by the negligence, misconduct, or other fault of Customer, its agents, or employees.~~

~~Customer may, at its complete and sole discretion, utilize any and all equipment owned by Customer, for purposes that are unrelated to services provided by ABM pursuant to this Agreement. In the event that Customer utilizes said equipment for any purpose unrelated to services provided by ABM pursuant to this Agreement, Customer shall be responsible for the maintenance of said equipment during the period of use which is unrelated to the use of said equipment by ABM pursuant to the terms of this Agreement.~~

Customer Initial

BKL

19

ABM Initial

Schedule 5 - Natural Disasters

Natural Disaster Renovation & Clean Up Services

ABM Landscape & Golf Services, Inc. has established the following pricing for the use of ABM's Barefoot Bay personnel and equipment during this Agreement, should Customer employ these services for natural disaster renovation and/or clean up.

GENERAL CLEAN UP

Dump Truck with 3 Man Crew (Each additional crew member)

\$125.00 per hour plus dumping fees.

\$35.00 per hour.

ARBORCARE

Bucket Truck with 3 Man Crew

Box Truck & Chipper with 3 Man Crew (Each additional crew member)

\$225.00 per hour. \$195.00 per hour.

\$35.00 per hour.

SMALL TRACTOR WORK Bobcat with Operator
(Each additional crew member)

\$135.00 per hour + materials if staking trees.

\$35.00 per hour.

IRRIGATION Repair & Retrofit Irrigation Technician Irrigation Helper

\$45.00 per hour + parts and supplies. \$35.00 per hour + parts and supplies.

The established pricing above are also available for all time and material services in lieu of a lump sum proposal.

* It is understood the above established pricing is for current in-house local Division Office equipment and personnel. Should the need arise and the Customer requests services that will require rental equipment, sub-contractors or ABM personnel from outside our local Division, ABM will assess the requirements and notify Customer as to lump sum pricing within a written proposal prior to commencing work.

THE BASIC FEE EXCLUDES APPLICABLE SALES AND USE TAXES. CUSTOMER IS RESPONSIBLE FOR ANY SALES OR USE TAXES FOR PRODUCTS DELIVERED OR SERVICES PROVIDED BY ABM TO CUSTOMER UNDER THIS AGREEMENT. ABM WILL ITEMIZE SALES OR USE TAXES SEPARATELY ON CUSTOMER'S INVOICES.

#1060251 v1
Customer Initial

BKC

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ABM Initial _____

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**ACKNOWLEDGEMENT OF NAME CHANGE IN
RENEWAL AND AMENDED SERVICE AGREEMENT**

THIS ACKNOWLEDGEMENT OF NAME CHANGE IN RENEWAL AND AMENDED SERVICE AGREEMENT (the "Acknowledgement") is made and entered into on this the 13th day of February, 2020, by and between ABM Industry Groups, LLC ("ABM") 912 Avenida Central, The Villages, Florida 32159 and Barefoot Bay Recreation District 625 Barefoot Bay Boulevard, Barefoot Bay, Florida ("Customer").

WITNESSETH:

WHEREAS, Customer is a mobile home recreation district in the State of Florida; and

WHEREAS, ABM is in the business of providing professional services of landscaping and maintenance of golf course facilities and has for the past ten (10) years provided said services to Customer; and

WHEREAS, Pursuant to an RFP awarded by the Board of Trustees of Customer on or about October 28, 2008, Customer and ABM executed a Service Agreement dated December 19, 2008 (Service Agreement); and

WHEREAS, The Service Agreement dated December 19, 2008 was for a term of five (5) years; and

WHEREAS, On or about October 3, 2013, ABM proposed amendment of the term, pricing structure, and scope of work performed pursuant to the Service Agreement; and

WHEREAS, On or about October 11, 2013, the Board of Trustees of Customer approved conceptual acceptance of the proposal submitted by ABM to Customer dated October 3, 2013 and directed preparation of an Amended Service Agreement; and

WHEREAS, on January 28, 2014, the Board of Trustees of Customer approved an Amended Service Agreement to replace the Service Agreement dated December 19, 2008 and any Addendums thereto in their entirety through September 30, 2018; and

WHEREAS, on December 8, 2017 the parties entered into an Amendment to Amended Service Agreement, which, in part, changed the name of ABM from "ABM Services, Inc. dba OneSource Landscape and Golf Services to ABM Industry Group, LLC; and

WHEREAS, on April 13, 2018, the Board of Trustees of Customer approved of a Renewal and Amended Service Agreement which granted a renewal and amendment of the Service Agreement for a term beginning October 1, 2018 and ending on September 30, 2023; and

WHEREAS, the Renewal and Amended Service Agreement dated April 13, 2018 inadvertently and incorrectly refers to the full name and address of ABM as "ABM Services, Inc. dba ABM Landscape and Golf Services" "5028 Tampa West Blvd., Tampa, FL 33634;" and

WHEREAS, the Parties desire to acknowledge the proper corporate name and address of ABM under the Renewal and Amended Service Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Proper Name and Address Acknowledgement.** The parties acknowledge and agree that the proper corporate name and address of service provider under the Renewal and Amended Service Agreement dated April 13, 2018 is: "ABM Industry Group, LLC, 912 Avenida Central, The Villages, Florida 32159." All references to "ABM" in the Renewal and Amended Service Agreement dated April 13, 2018 are intended to refer to "ABM Industry Group, LLC."
3. **Remaining Agreement.** Other than the amendment as provided for above in Section 2 of this Acknowledgment, all other provisions of the Renewal and Amended Service Agreement between the parties dated April 13, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Acknowledgement of Name Change in Renewal and Amended Service Agreement as of the date first above written.

ABM Industry Groups, LLC ("ABM")

By: Robbie Turner

Date: 2-24-20

Printed Name: Robbie Turner

Title: Vice President

Barefoot Bay Recreation District ("Customer")

By: Joseph Klosky

Date: Feb. 13, 2020

Printed Name: Joseph Klosky

Title: Chairman, BBRD Board of Trustees

Board of Trustees

Meeting Agenda Memo

Date: Friday, January 14, 2022
Title: **Building A Retaining Wall Repairs Award of Contract**
Section & Item: 15.D
Department: R&M/Capital Projects
Fiscal Impact: \$114,780.00 (FY22 Budget of \$137,700)
Contact: John W Coffey, ICMA-CM, Community Manager, Matt Goetz, Property Services Manager
Attachments: Independent Contractor Agreement Jan 2022, proposal 04Jan22, 2019 TLC Site Retaining Wall Assessment
Reviewed by Yes
General Counsel:
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Award of contract for the Building A retaining wall repairs project.

Background and Summary Information

The FY22-26 Five-year Financial Model and Capital Improvement Plan \$137,700 planned expenditures for repairs to the Building A retaining wall repairs project based on an assessment completed in 2019.

The project consists of the following:

- Grouting and reinforcement of existing concrete
- Re-anchoring existing guard rails
- Rehabilitation and/or replacement of existing tie backs
- Seal and waterproof all joints
- Fill and compact voids in the subgrade surface
- All applicable design and permitting

In August 2021, the BOT authorized the release of a request for proposal (RFP) which resulted in zero responses from vendors (the RFP was advertised on www.demandstar, Florida Today and www.bbrd.org). On October 8, 2021, the BOT authorized staff to solicit bids via personal outreach. 12 vendors were contacted, with only two responding that they would visit the site to develop bids. Only one vendor eventually submitted a bid which is listed below:

\$114,780.00 Foundation Professionals of Florida

Although the bid is lower than budget, the reader is cautioned to expect one or more change orders as the sub-surface assessment conducted in 2019 is now close to three years old and conditions may have further deteriorated. While staff could continue to solicit a second bid, staff believes the execution of this project outside of the rainy season when the lake level rises is very desirable.

Additionally, staff addressed the following items that are not agreeable to BBRD (within the vendor's proposal) in the contract developed by General Counsel Cary:

- Final payment upon completion of work (page 4 and 12). Staff will insist upon final payment only after acceptance by owner/approval of the county building department permit final inspection.
- Removal of reference to additional costs per engineer's request (page 12, first paragraph).
- Venue for disputes (page 12, they list Lake County). Staff will insist upon Brevard County as the venue.

- Hold harmless language for damage the vendor may cause (page 12, 3rd paragraph).

Therefore, staff recommends the BOT award of contract to Foundation Professionals of Florida in the amount of \$114,780.00 for Building A Retaining Wall repairs, waive the second bid requirement, and authorize Chairman Maino to sign the contract drafted by General Counsel Cary.

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 14th day of January 2022, by and between **BAREFOOT BAY RECREATION DISTRICT**, a special district of the State of Florida (hereinafter the "DISTRICT" or "BBRD") and **FOUNDATION PROFESSIONALS OF FLORIDA, INC.**, a Florida corporation (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the DISTRICT is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the District; and

WHEREAS, the DISTRICT has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of seawall construction and maintenance in the District and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any proposal documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The DISTRICT hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the DISTRICT, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Payment.**

- a. The DISTRICT agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The DISTRICT reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

4. **Acceptance of work product, payment, and warranty.** Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the DISTRICT will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the DISTRICT) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the DISTRICT in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the DISTRICT for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the DISTRICT any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the DISTRICT will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

5. Termination.

- a. Termination at Will: This Agreement may be terminated by the DISTRICT in whole or in part at any time without cause by the DISTRICT giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the DISTRICT or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

6. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. DISTRICT's Project Manager is: Matt Goetz, Property Services Manager, 895 Falcon Dr., Barefoot Bay, FL 32976, 772-664-2063, mattgoetz@bbrd.org.
- c. CONTRACTOR's Project Manager is: Emily Stillman, 561-613-9563, estillman@foundationprosfl.com.

7. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To DISTRICT: Barefoot Bay Recreation District, Attention: Community Manager, 625 Barefoot Blvd. Building A, Barefoot Bay, Florida 342976;
- b. To CONTRACTOR: Foundation Professionals of Florida, Attention: David Brown, Vice President, 3309 SW Highway 247, Lake City, FL 32024.

8. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the DISTRICT from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under

this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. Contractor agrees to maintain insurance, which will fully protect both Contractor and the District from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

- i. Workers' Compensation (unless exempt) with Employers' Liability shall be as provided by statute.
- ii. Comprehensive or Commercial General Liability (CGL) insurance (including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Produce and Completed Operations Liability Insurance; (iii) Broad Form Property Damage Liability Insurance; and (iv) Explosion, Collapse, and Underground Hazards (Deletion of the X, C, U Exclusions), if such exposure exists):
 - 1. Bodily Injury: \$1,000,000 per occurrence;
 - 2. Property Damage: \$1,000,000 per occurrence.
- iii. Automobile Liability Insurance:
 - 1. Bodily Injury: \$1,000,000 per occurrence;
 - 2. Property Damage: \$1,000,000 per occurrence;
- iv. Professional Liability Insurance (for professional services as defined pursuant to Florida Law, environmental contractors, or as otherwise specifically required by BBRD): \$1,000,000 per occurrence

The most recent Rating Classification Financial Size Category of the Insurer regarding any coverages as required herein, as published in the latest edition of AM Best's Rating Guide (Property-Casualty), shall be a minimum of A.

- c. CONTRACTOR must furnish the DISTRICT with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The DISTRICT is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event

of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the DISTRICT before commencement of any work activities.

- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

9. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the DISTRICT, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the DISTRICT to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the DISTRICT. The DISTRICT will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the DISTRICT.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the DISTRICT places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the DISTRICT.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the DISTRICT Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- d. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex.

CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.

- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the DISTRICT. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the DISTRICT. None of the benefits, if any, provided by the DISTRICT to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the DISTRICT to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the DISTRICT and is subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The DISTRICT will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the DISTRICT harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the DISTRICT, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR

- (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the DISTRICT against any claim that any product purchased or licensed by the DISTRICT from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the DISTRICT by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the DISTRICT and not considered to be the DISTRICT's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the DISTRICT to indemnification, the DISTRICT must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the DISTRICT decides to participate in the proceeding or defense, the DISTRICT will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
 - iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the DISTRICT's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the DISTRICT to be sued by third parties in any matter arising out of this Agreement.
- h. **Public records.**
- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the DISTRICT to perform the service.
 - 2. Upon request from the DISTRICT's custodian of public records, provide the DISTRICT 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 or as otherwise provided by law.
3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the DISTRICT.
 4. Upon completion of this Agreement, transfer, at no cost, to the DISTRICT all public records in possession of CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. If CONTRACTOR transfers all public records to the DISTRICT upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
 - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the DISTRICT's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by DISTRICT.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the DISTRICT.
 - vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DISTRICT CLERK, AT 772-664-3141; records@bbrd.org; MAILING ADDRESS: 625 BAREFOOT BLVD., BUILDING A, BAREFOOT BAY, FL 32976.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply,

provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the DISTRICT's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

- i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
- ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
- iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the DISTRICT, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the DISTRICT's sovereign immunity.
- iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual

general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the DISTRICT and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The DISTRICT and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The DISTRICT's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the DISTRICT or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the DISTRICT's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

- j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
- k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.

10. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations,

statements, or negotiations made by the District staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized DISTRICT representatives.

- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not 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. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the DISTRICT's rights under this Agreement, or of any cause of action the DISTRICT may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with District for goods or services of any amount may be terminated at the option of District if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of District if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- j. **Law; Venue.** This Agreement is being executed in Brevard County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Brevard County, Florida.

11. Special Provisions.

- a. None.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

BAREFOOT BAY RECREATION DISTRICT

MICHAEL R. MAINO, CHAIRMAN

BOARD OF DISTRICT COMMISSIONERS

Date signed by DISTRICT: _____

FOUNDATION PROFESSIONALS OF FLORIDA

by _____
DAVID BROWN, as its President and
authorized agent

(CORPORATE SEAL)

ATTEST:

Corporate Secretary

STATE OF _____
DISTRICT OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2022, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:



This evaluation was prepared for:

Barefoot Bay Recreational District
625 Barefoot Blvd
Sebastian, FL 32976
772-494-9985 | mattgoetz@bbrd.org

Evaluated on:

Monday, November 29, 2021

Evaluated by:

Emily Stillman

(561) 613-9563 | estillman@foundationprosfl.com

Foundation Professionals of Florida

P.O. Box 1625

Lake City, Florida 32056

Office: (386) 755-3002

www.foundationprosfl.com

Scope of Work

Thank you for contacting Foundation Professionals, Inc. regarding your property. Below, we have included a detailed repair plan for your review.

OVERVIEW:

On 11/17/21 Emily Stillman of Foundation Professionals of Florida (FPI), provided an on-site inspection to evaluate the Barefoot Bay Recreational Center's seawall.

PROJECT:

The seawall is about 996 linear feet constructed of concrete panels 5' on center with an 18"x10" concrete cap. Weep holes are drilled through the wall every third panel about 15' apart. The height of the wall from the lake bed up to the base of the cap is 7' with a high tide water line around 2'.

PROBLEM:

The seawall is losing soil at the panel joints, there are several areas that require concrete repair on the cap and face of the wall, and the weep holes are non functioning.

SOLUTION:

Our estimate focuses on stopping the erosion, installing Jet Filters, filling voids and/or solidifying the soils in the areas where major soil loss has occurred, and installing two new grates on the pool deck.

- 1) FPI will inject ECP/NCFI P2-011 behind each of the 200 concrete panel joints. We will advance an injection rod about 1 vertical foot below the bottom of the lake bed. We will install about 1/2 gallon of material per vertical foot until a height of about 4 vertical feet. The goal is to create a seal behind each joint to stop erosion. We estimate 3840 lbs will be required. Please note that after polyurethane is injected, soil may continue to settle on the surface for a few months depending on rain.
- 2) FPI will install up to 81 Jet Filter 4" stainless steel weep drains. The Jet Filters will be installed utilizing the existing weep holes coring the holes to the necessary width required and removing the existing pvc inside. Drainage rock will be installed at the backside of each of the holes.
- 3) FPI will inject ECP/NCFI P2-011 in areas behind the wall where soil loss is visible to fill the voids and solidify the soils.
- 4) A soil plate anchor will be installed on the corner of the seawall indicated on the included drawing to prevent further outward movement.
- 5) Three foot of seawall cap will be repaired at the corner of the seawall indicated on the included drawing.
- 6) FPI will inject ECP/NCFI P2-011 to repair the approximate 6' long area of in-level concrete slab at the top of the stairs as indicated on the included drawing.

NOTES:

*Any additional work needed to repair the seawall that is discovered while onsite, will be addressed in a customer approved change order.

*The customer is responsible for painting and/or resetting pavers.

Product List

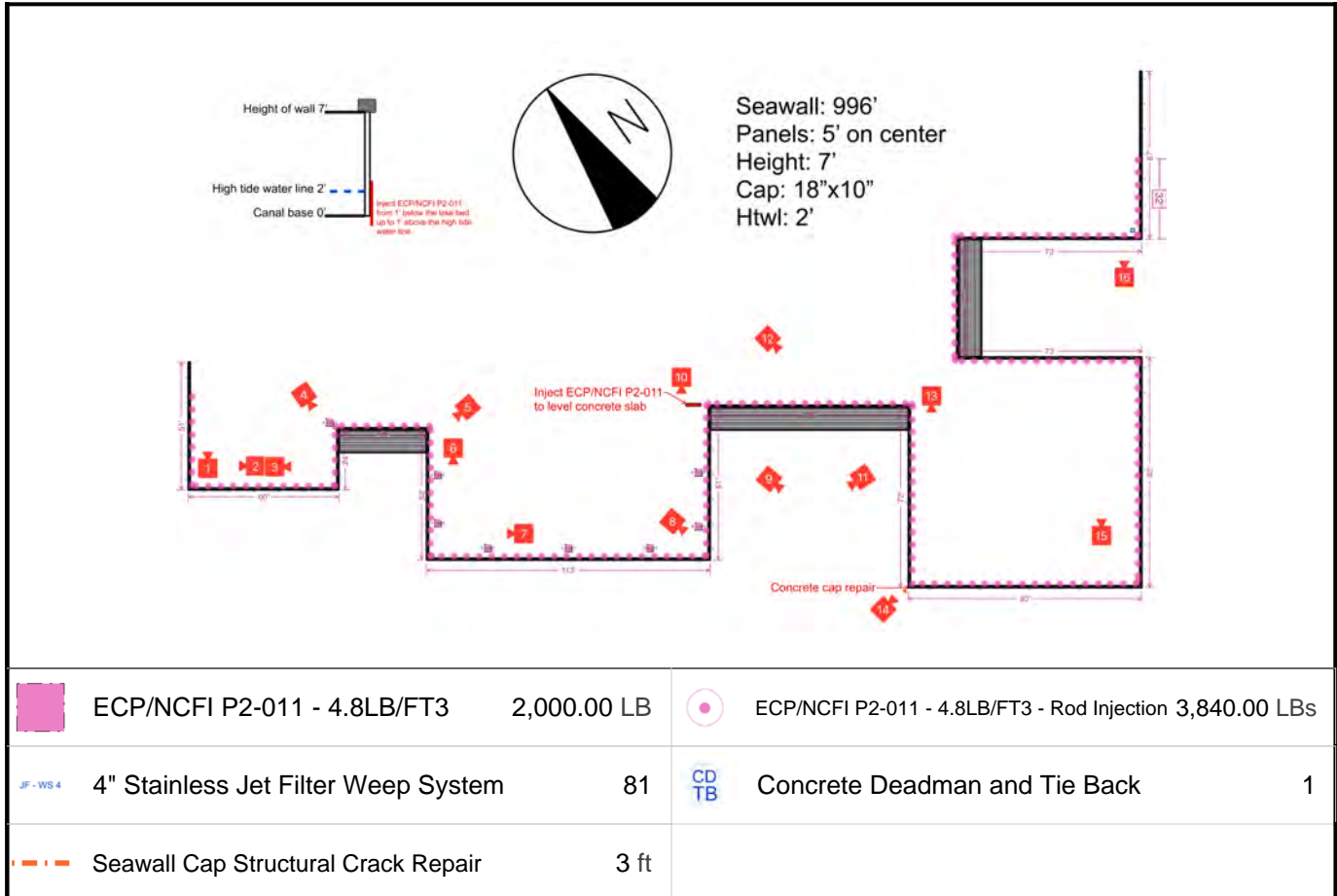
Description	Quantity	Amount
ECP/NCFI P2-011 - 4.8LB/FT3 P2-011 is a two-component, HFC 245fa blown, all PMDI-based, pour-in-place urethane foam system designed for concrete jacking and cavity filling in wet environments. P2-011 has low component viscosities making the system suitable for mechanical mix machines, high pressure (over 600 psi) impingement mixing machines or hand mixing.	2,000.00 LB	\$26,000.00
ECP/NCFI P2-011 - 4.8LB/FT3 - Rod Injection P2-011 is a two-component, HFC 245fa blown, all PMDI-based, pour-in -place urethane foam system designed for concrete jacking and cavity filling in wet environments. P2-011 has low component viscosities making the system suitable for mechanical mix machines, high pressure (over 600 psi) impingement mixing machines or hand mixing.	3,840.00 LBs	\$49,920.00
4" Stainless Jet Filter Weep System The flush-mount wick dewatering filter units can be permanently installed on the front side of any earth retaining wall structures for drainage such as Bridge Abutment, Wing Wall, Steel Sheet Piling, Vinyl Sheet Piling, Seawalls, MSE Retaining Walls and Flood Control Channels.	81	\$36,450.00
Concrete Deadman and Tie Back A tieback is a structural element installed in soil or rock to transfer applied tensile load into the ground.	1	\$1,200.00
Seawall Cap Structural Crack Repair We recommend structurally repairing major cracks using our stitching methodology and 2-part structural pressure epoxy injection. The stitching process will include installing #4 rebar coated with Epoxy Prime Gel Fast bond to tie the wall sections together. We will drill 5/8" diameter holes at a 45 degree angle so the hole intersects the crack in the cap at the midpoint of the cap. The holes should be placed at 6 inch intervals from the cap face to the back and should alternate from side to side. Then inject Epoxy Prime Gel Fast bond into the holes and coat the rebar with a generous amount of Epoxy Prime Gel Fast bond to ensure encapsulation and insert into the drilled holes, fill the hole to the surface with Epoxy Prime Gel Fast bond and finish flush with the face of the cap.	3 ft	\$210.00
Drain Grate Installation of (2) 2'x2' drain grates. Installation to include replacing the furring strips if needed.		\$1,000.00
	Subtotal	\$114,780.00
	Total	\$114,780.00

Payment

Deposit	\$57,390.00
Balance	\$57,390.00

Payment Terms:
Pay upon work completion.

Repair Plan



Year structure was built:

Unknown

Construction:

Service Not Engineered - N/A

Foundation Type:

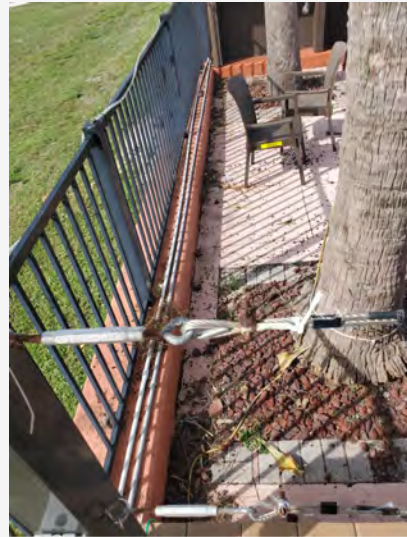
Seawall - Concrete Panels without Footer

Veneer:

Seawall - N/A



1 - 1



1 - 2



2 - 1



3 - 1



4 - 1



4 - 2



4 - 3



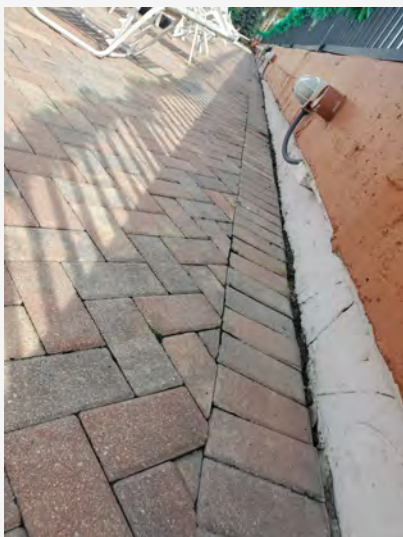
4 - 4



5 - 1



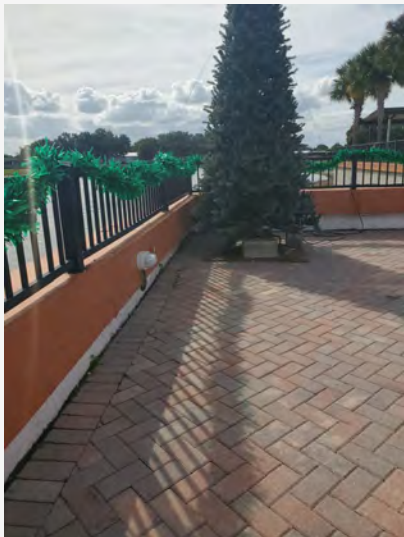
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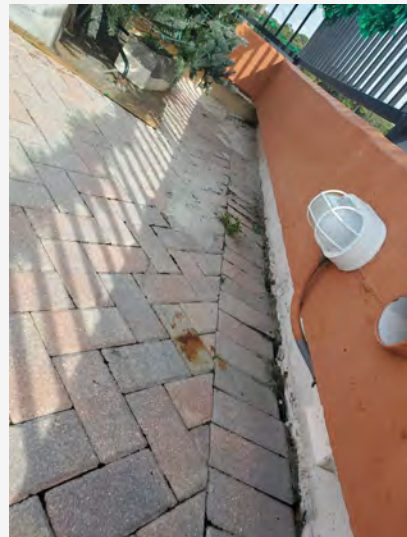
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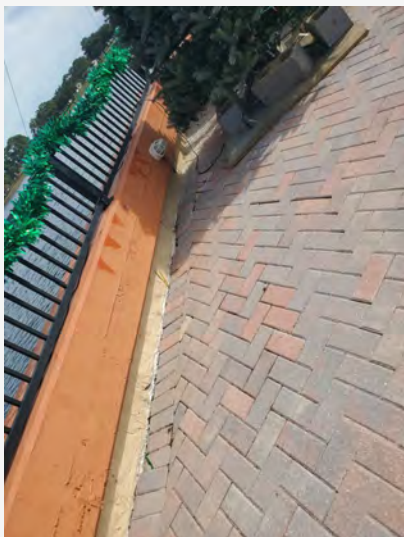
6 - 2



7 - 1



8 - 1



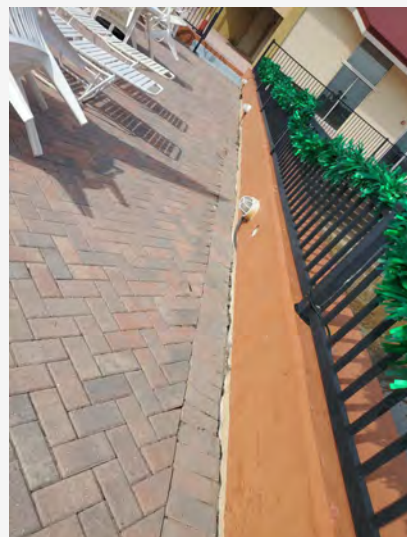
8 - 2



9 - 1



9 - 2



10 - 1



11 - 1



11 - 2



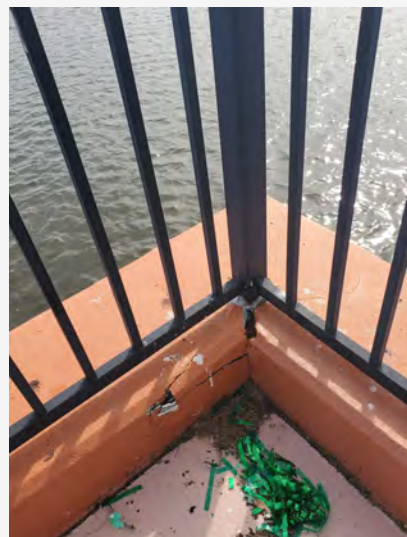
12 - 1



13 - 1



14 - 1



14 - 2



15 - 1



16 - 1

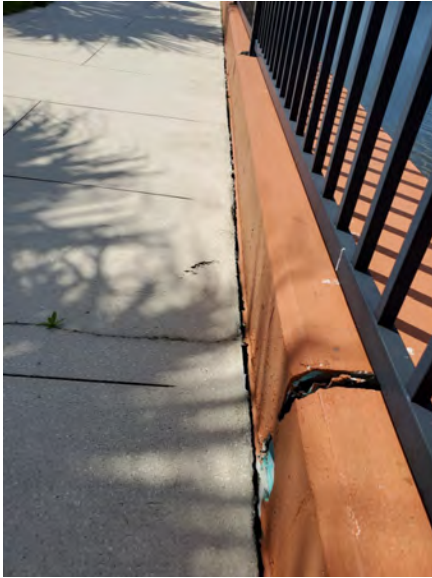


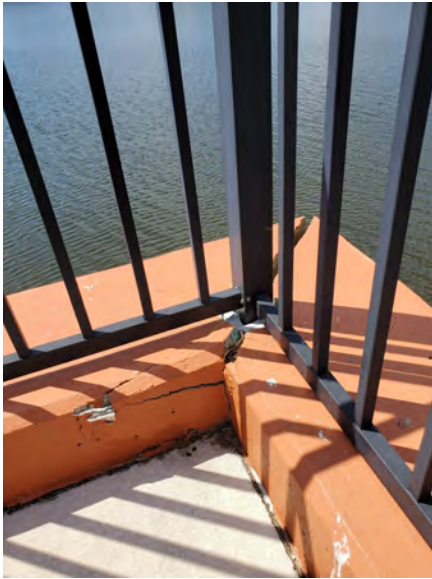
10 - 2

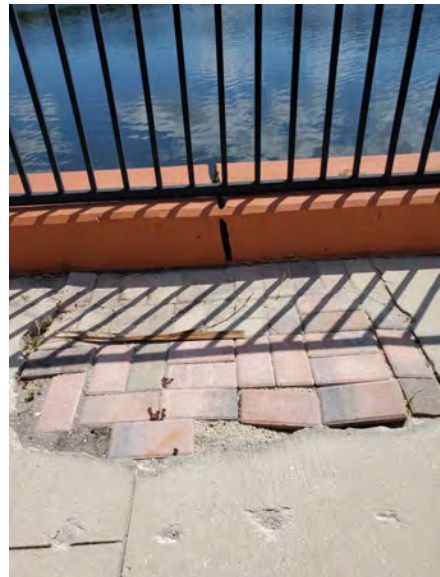
Photos

Seawall Repair

Scope of Work









Foundation Professionals of Florida, Inc. (FPI) proposes and agrees to perform the scope of work at 625 Barefoot Blvd, Sebastian, FL 32976 outlined in the evaluation attached. In executing our work at 625 Barefoot Blvd, Sebastian, FL 32976, FPI will use personnel experienced and qualified in the various phases of your project, which may include, but not limited to: Foundation Repair, Underpinning, Seawall Repair, Soil Modification, Sinkhole Remediation, Crawl Space Repair, Permeation Grouting, Compaction Grouting, Drainage, Damp Proofing, and Waterproofing. FPI will perform our services, in general, following industry standards and manufacturer's recommendations.

For projects relating to underpinning, our priority is to stabilize the structure from any future settlement. We will attempt to level the structure back to as close to the original condition as possible; however, we will not guarantee a specific elevation or amount of lift. Due to the nature of this type of work, there is a possibility that any cracks or stress points created by the settlement may become apparent during any lifting or stabilization procedure (usually minor). The owner understands in repairing current conditions, other conditions not previously visible may become present. Such reverberations are beyond FPI's control, and FPI assumes no liability. We will not be responsible for any cosmetic repairs or final flooring.

Clayey soils are highly subject to volume changes due to climate conditions such as drought and heavy rainfall. These conditions are beyond FPI's control. FPI is not responsible for these types of changes. Unforeseen circumstances can arise, which include, but are not limited to: sub-standard original or existing construction, compromised footer/foundations, hard rock, tree roots, buried trash, unstable soil collapses, unsuitable soil conditions, encountering previous foundation repairs performed by others or design changes thereof, etc. Such conditions may cause a delay in FPI's ability to deliver timely work; additional charges shall be evaluated and agreed upon by/with the client and FPI before continuing the project repair. FPI will provide a lifetime transferable warranty stating the warranty is limited to the areas supported by the steel pier(s) installed by FPI. The warranty applies to foundations with proper drainage.

For project work relating to seawall soil repair, FPI will attempt to alleviate soil erosion associated issues within the areas described. Further seepage or erosion may develop after the initial injection due to unforeseen site conditions. Such conditions include but not limited to: the fluctuation of the groundwater level, physical properties of soil stratification and densification, weather events, etc. No mobilization charges are assessed for re-injection; however, any additional grout required will be billed at the initially contracted rate per gallon. FPI will warranty work for one (1) year provided the above stipulations are approved and understood. Prime Resin, the manufacturer of Prime Flex 920, warrants its product for ten (10) years against deterioration and shrinkage.

Project work relating to crawl spaces, due to the nature of this type of repair, there is a possibility that any cracks or stress points created by settlement may become apparent during any lifting or stabilizing procedure (usually minor). We will not be responsible for any cosmetic repairs. We will attempt to level the structure back to the original condition as possible, however, due to the age and permanent set of the acclimated wood beams and floor structure members, it may be impossible to re-level the floors and supporting members to a perfectly horizontal plane and/or level condition. Compensation for any additional services you request and that is not covered under this proposal will be based upon the actual time spent and services performed.

Customer Initial

FPI shall accept no liability for conditions that exist beyond our immediate control or knowledge, including, but not limited to, hidden or unknown conditions and Acts of God. FPI will not be responsible for damage to unseen and or unknown plumbing lines or unforeseen utilities. FPI will not be liable for inclement weather or storm-related damage. FPI reserves the right to charge (based on current unit prices) for additional items not included above, per the engineer's or customer's request. Any additional costs incurred for removal and/or replacement of HVAC, electrical, plumbing, gas, sewer, pool equipment, sprinkler system, other utilities, or other underground unknowns are not included in this proposal, unless specified, and will be an additional expense.

Customer Initial

All monies due herein are due in the offices of FPI in Lake City, Columbia County, Florida. If disputes of any nature arising under this contract, we agree that the sole and exclusive venue for settling any such conflicts is the state courts of Columbia County, Florida. We expressly agree that jurisdiction and venue should be in the state courts of appropriate jurisdiction in Columbia County, Florida. We agree to waive any objections to the venue. We further agree that we expressly waive any right to trial by jury about any dispute of any nature arising hereunder and agree that the prevailing party in any dispute of any kind shall be entitled to recover its reasonable attorneys' fees costs.

We agree that this proposal, upon acceptance, becomes our binding contract. This document constitutes the entire agreement between us, and there exist no other agreements, oral or written, between us that cover any matters covered by this proposal. You have not relied upon any oral representations related to the services above in accepting this proposal. Any additions, modifications, or amendments to this contract must be in writing. By signing this proposal and thereby entering into a contract with FPI, you hereby acknowledge that the work performed by FPI has an inherent risk to your property and perhaps person. While FPI shall make every reasonable effort to protect your property and all persons, the process utilized by FPI can occasionally result in structural damage and/or other damage to person and property. You agree to hold FPI harmless from any damages arising from its work. An exception to the hold harmless, if FPI (including employees and agents) are negligent, grossly negligent, or don't follow the standards of care of experts in our type of business.

Customer Initial

Unless otherwise agreed upon, in writing, payment terms are 50/50 with the final payment due upon completion of the installation. If a permit is required, the closing of permits is not part of the installation and often requires on-site inspection by local building department officials after installation to close the permit. The final payment is due and payable once the job is complete, not when the permit is closed. FPI will take every measure required and within FPI's control to close the permit promptly.

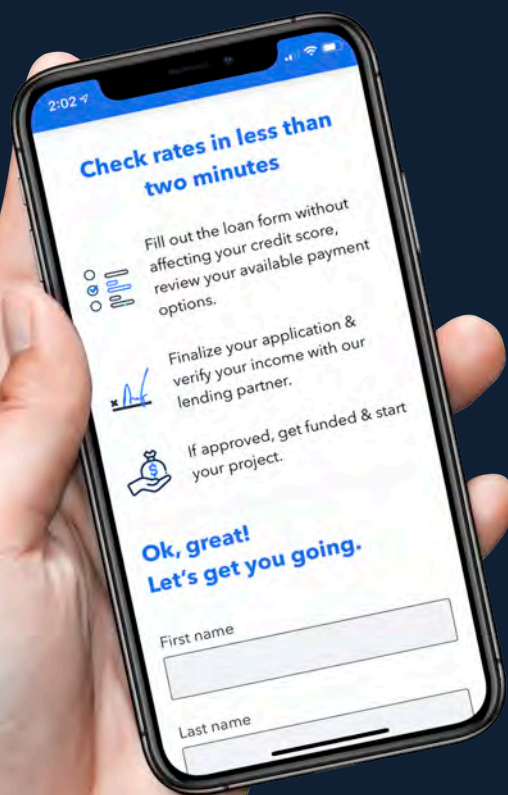
Please remit payment to: Foundation Professionals of Florida, Inc., PO Box 1625, Lake City, FL 32056

_____ Customer Signature	_____ Date	_____ Authorized Rep. Signature	_____ Date
-----------------------------	---------------	------------------------------------	---------------

What is Hearth?

Hearth helps homeowners make smart financial decisions about their home improvement projects. We connect homeowners to financing options that meet the needs of almost any project, and we get it done quickly so you can get on with the job.

Applying is easy!



Contact Us



512-686-4141



support@gethearth.com



5812 Trade Center Dr
Austin, TX 78744



Affordable payment options

for any home improvement project

How it works

Pay for your project with predictable monthly payments without tapping into your home equity.



Check rates in less than 2 minutes



Loans typically fund in 1-5 days



Fixed monthly payments



No prepayment penalties

Pick the perfect loan

With a personal loan, the funds can be in your bank account as soon as the next day



Based on a loan principle of \$12,500 over 60 months at an APR of **6.99%**.

What rates should I expect?

Credit Range	Pre-qualification rate	Est. APR Range	Loan amount	Loan Term	Lending Partners
Excellent 850 - 741	89%	4.99% - 19.07%	\$1,000 - \$100,000	2 - 12 years	8
Good 740 - 681	80%	10.54% - 26.70%	\$1,000 - \$100,000	2 - 12 years	8
Average: 680 - 661	70%	16.85% - 34.83%	\$1,000 - \$50,000	1 - 7 years	9
Poor 660 - 500	58%	20.50% - 36.99%	\$1,000 - \$50,000	1 - 5 years	10

What homeowners are saying about Hearth



"I was able to do this over the Internet in less than 30-mins. Very convenient."
- **Robert**

"In about two hours after applying, I was approved for a loan with Hearth. Thank you for your help!"
- **Robin**



"It was a great experience... there were no surprises when my credit was pulled. Thank you!"
- **Tom**

What is a personal loan?



3-7 year repayment periods



Typically lower rates than credit cards



Zero equity required

Hearth helps you find monthly payments for your project.



Emily Stillman

✉ estillman@foundationprosfl.com

☎ 561-613-9563



Rates in under 2 minutes

Review your rates from over a dozen lenders through Hearth's quick and secure application without affecting your credit score.



Easy monthly payments

No surprises. Personal loans through Hearth's lending partners have fixed rates and terms. You'll know your monthly payment upfront. ‡



Get your money fast

Loans typically fund in 1-5 business days. If approved, Hearth's lending partners can deposit cash into your account as soon as 24 hours. †



No prepayment penalties

There are no fees for paying off your loan sooner, saving you time and money.

POINT YOUR CAMERA HERE



See your personalized options:

<https://app.gethearth.com/flyers/foundation-professionals-of-florida/emily>



Need help? Call Hearth at 512-686-4141

* All loans are subject to credit review and approval. For example, a \$10,000 loan with an APR of 14.50% and a term of 36 months would have a monthly payment of \$344.21.

† Funding can be as soon as 24 hours and takes 3-5 days on average.

‡ Our partners can offer lending options from \$1,000 to \$100,000 · 2 to 12 year

Hearth is a technology company, which is licensed as a broker as may be required by state law. Hearth does not accept applications for credit, does not make loans, and does not make credit decisions. NMLS ID# 1628533.

NEWCRETE

Concrete Resurfacer



PRODUCT DATASHEET

DESCRIPTION: Rapid Set® NEWCRETE is a high performance polymer-modified mortar that can be used to resurface worn, old or spalled concrete, giving a new concrete look. The advanced hydraulic cement used in NEWCRETE provides a durable surface for both indoor and outdoor use. NEWCRETE has been specially formulated to match the color of typical portland cement concrete. Cutting-edge self-curing technology (SCT) means wet curing is not required in most applications. NEWCRETE has a working time of up to 30 minutes and can receive foot traffic in as soon as 2 to 3 hours.

USES: Use NEWCRETE to renew old, damaged or discolored concrete.

ENVIRONMENTAL ADVANTAGES: Use NEWCRETE to reduce your carbon footprint and lower your environmental impact. Production of Rapid Set cement emits far less CO₂ than portland cement. Contact your CTS representative for LEED values and environmental information.

APPLICATION: Typical application thicknesses range from skim coat to 1/8" (0.32 cm). NEWCRETE may be used to prefill cracks, spalls and holes up to 1/2" (1.2 cm) thick prior to resurfacing. For larger repairs, use Rapid Set concrete repair products.

SURFACE PREPARATION: Application surface must be clean, sound and free from any materials that may inhibit bond, such as oil, asphalt, curing compound, acid, dirt and loose debris. Roughen surface and remove all unsound material. Apply NEWCRETE to a surface that is thoroughly saturated with no standing water. Surface must have a minimum temperature of 50°F (10°C).

PRIMING: Priming is not required. For porous substrates, use Rapid Set® Acrylic Primer to minimize the formation of pinholes on the surface. Follow all product application instructions.

MIXING: Organize work so that personnel and equipment are in place before mixing. Use clean potable water. **NEWCRETE may be mixed using 2.5 to 3 quarts (2.3 L to 2.8 L) of water per 25-lb (11.3-kg) box. Use less water to achieve higher strengths. Do not exceed 3 quarts (2.8 L) of water per box.** Place the desired quantity of mix water into the mixing container. Add material while mixing. Mix for the minimum amount of time required to achieve a lump-free, uniform consistency (usually 2 to 3 minutes). Do not retemper. Mixed NEWCRETE should be used within 30 minutes at 70°F (21°C).

PLACEMENT: Place quickly to allow for maximum finishing time. Once applied, typical finishing time is 5 to 10 minutes. Thinner applications will set faster. Do not wait for bleed water; apply final finish as soon as possible. NEWCRETE may be troweled, floated or broom finished. Do not install on frozen surfaces.

COLD WEATHER: Environmental and material temperatures below 70°F (21°C) may delay setting time and reduce the rate of strength gain. Lower temperatures will have a more pronounced effect. Thinner sections will be more significantly affected. To compensate for cold temperatures, keep material warm, and use heated mix water.

OVERVIEW

Highlights:

Make old concrete look new

Easy to use

Self-Curing Technology (SCT)

Rapid strength gain

Polymer modified

Concrete gray color

30 minute working time

Foot traffic in 2 to 3 hours

Interior/exterior

MasterFormat® 2016

03 01 30 Maintenance of Cast-in-Place Concrete

03 01 40 Maintenance of Precast Concrete

03 01 50 Maintenance of Cast Decks and Underlayment

03 01 70 Maintenance of Mass Concrete

03 53 19 Concrete Overlayment

Manufacturer:

CTS Cement Manufacturing Corp.
12442 Knott St.
Garden Grove, CA 92841
Tel: 800-929-3030 | Fax: 714-379-8270
Web: www.CTScement.com
E-mail: info@CTScement.com



NEWCRETE

Concrete Resurfacer

WARM WEATHER: Environmental and material temperatures above 70°F (21°C) may shorten setting time and increase the rate of strength gain. Higher temperatures will have a more pronounced effect. To compensate for warm temperatures, keep material cool, use chilled mix water.

CURING: Rapid Set® NEWCRETE does not require water curing or curing compound under moderate conditions at 70°F (21°C). In dry, windy or hot conditions, mist with water to maintain a continuously wet surface until the product has achieved sufficient strength. NEWCRETE cures to a light gray color. Walk on time is approximately 2 to 3 hours.

YIELD & PACKAGING: The coverage of one 25-lb (11.3-kg) box of NEWCRETE is approximately 75 ft² (7.0 m²) at 1/16" (0.16 cm) depth or 150 ft² (13.9 m²) at skim coat depth. Coverage may vary due to jobsite conditions.

SHELF LIFE: NEWCRETE has a shelf life of 12 months when stored properly in a dry location, protected from moisture, out of direct sunlight, and in an undamaged package.

USER RESPONSIBILITY: Before using CTS products, read current technical data sheets, bulletins, product labels and safety data sheets at www.CTScement.com. It is the user's responsibility to review instructions and warnings for any CTS products prior to use.

WARNING: DO NOT BREATHE DUST. AVOID CONTACT WITH SKIN AND EYES. Use material in well-ventilated areas only. Exposure to cement dust may irritate eyes, nose, throat, and the upper respiratory system/lungs. Silica exposure by inhalation may result in the development of lung injuries and pulmonary diseases, including silicosis and lung cancer. Seek medical treatment if you experience difficulty breathing while using this product. The use of a NIOSH/MSHA-approved respirator (P-, N- or R-95) is recommended to minimize inhalation of cement dust. Eat and drink only in dust-free areas to avoid ingesting cement dust. Skin contact with dry material or wet mixtures may result in bodily injury ranging from moderate irritation and thickening/cracking of skin to severe skin damage from chemical burns. If irritation or burning occurs, seek medical treatment. Protect eyes with goggles or safety glasses with side shields. Cover skin with protective clothing. Use chemical resistant gloves and waterproof boots. In case of skin contact with cement dust, immediately wash off dust with soap and water to avoid skin damage. In case of skin contact with wet concrete, wash exposed skin areas with cold running water as soon as possible. In case of eye contact with cement dust, flush immediately and repeatedly with clean water, and consult a physician. If wet concrete splashes into eyes, rinse eyes with clean water for at least 15 minutes and go to the hospital for further treatment.

Please refer to the SDS and www.CTScement.com for additional safety information regarding this material.

LIMITED WARRANTY: CTS CEMENT MANUFACTURING CORP. (CTS) warrants its materials to be of good quality and, at its option, will replace or refund the purchase price of any material proven to be defective within one (1) year from date of purchase. The above remedies shall be the limit of CTS's responsibility. Except for the foregoing, all warranties expressed or implied, including merchantability and fitness for a particular purpose, are excluded. CTS shall not be liable for any consequential, incidental, or special damages arising directly or indirectly from the use of the materials.

⚠ WARNING

CANCER and REPRODUCTIVE HARM - www.P65Warnings.ca.gov

TYPICAL PHYSICAL DATA

Compressive Strength, ASTM C109 Mod.

24 hours 2000 psi (13.7 MPa)

28 days 4000 psi (31.0 MPa)

All data produced at 70°F (21°C) at 3 quarts of water



USGBC and related logo is a trademark owned by the U.S. Green Building Council and is used by permission.



P2-011 Rigid Foam System

Technical Data Sheet

P2-011 is a two-component, HFC 245fa blown, all PMDI-based, pour-in -place urethane foam system designed for concrete jacking and cavity filling in wet environments. P2-011 has low component viscosities making the system suitable for mechanical mix machines, high pressure (over 600 psi) impingement mixing machines or hand mixing.

Typical Properties of Components

Component	P2-011	A2-000
Appearance	clear amber liquid	clear brown liquid
Brookfield Viscosity @ 20 rpm	550 cps at 72°F	200 cps at 72°F
Specific Gravity	1.08	1.24
Weight per Gallon, lbs	8.9	10.3
Storage Temperature	60°F - 90°F	60°F- 90°F

Mix Ratio

By weight.....100 parts poly : 116 parts iso
 By volume.....100 parts poly : 100 parts iso

Typical Properties of Machine-Mixed System at 120°F

Cream Time	7 seconds
Tack Free Time	14 seconds
Free Rise Core Density	4.5 pcf

Typical Processing Parameters*

Iso Temperature	110°F to 140°F
Poly Temperature	110°F to 140°F
Mixing Pressures	1000 psi static, 800 psi dynamic

* Using standard spray equipment with 1/1 by volume proportioning pumps capable of maintaining 800-1200 psi dynamic pressures. The Graco Reactor E20-series or better with a GX-7 gun is preferred equipment. P2-011 **B** is connected to the **resin/polyol** pump with the A2-000 being connected to the **isocyanate** pump.

Typical Physical Properties:

		Free Rise Hand Mix	Restrained Rise
Density, pcf	ASTM D 1622	4.8	6.5
Compressive Strength, psi	ASTM D 1621	110	120
Tensile Strength, psi	ASTM D 1623	130	140
Shear Strength, psi	ASTM C 273	70	85
Flexural Strength, psi	ASTM D-790	140	160
Closed Cell Content, %	NCFITM 300	> 94	> 94
Water Absorption, lbs./ft ²	ASTM D 2842	≤ 0.04	≤ 0.04
Resistance to Solvents		Excellent	
Resistance to Mold and Mildew		Excellent	
Maximum Service Temperature		200° F	

Storage and Handling

Store the poly from 50°F to 90°F. Avoid moisture contamination during storage, handling, and processing. For both components, pad containers and day tanks with either nitrogen or dry air (desiccant cartridge or air dryer @ -40°F dew point). For optimum shelf life, the recommended storage temperature for iso is 50°F to 90°F. **Do not expose iso to lower temperatures – freezing may occur.** Store components at 70° F to 90° F for several days prior to use to minimize components being too viscous at time to take to field. Shelf life is 6 months for factory sealed containers.

Original: 122817

Residential Geotechnical Polyurethane Foam Systems



**Lifting Sidewalks, Steps,
Patios and Driveways
To A Whole New Level**

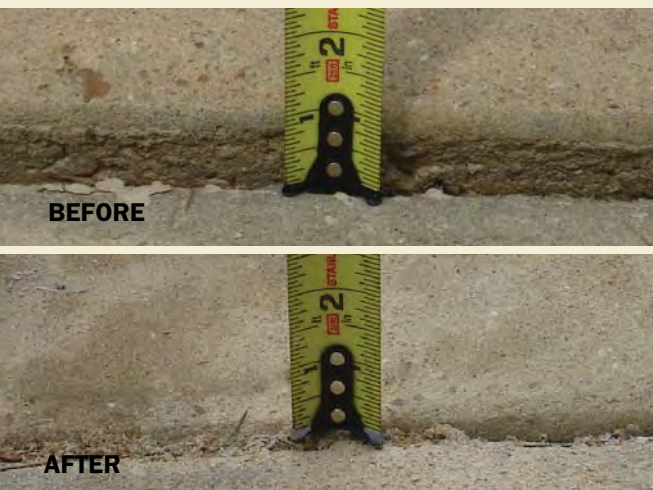
POLYPIER

by

ECP

PolyPier™ FEATURES AND BENEFITS

- + Available in hydrophobic/hydro-insensitive formulations
- + Injectable through 5/8-inch injection holes, making it less intrusive
- + Flows well under the slab section to ensure complete void fill
- + Controlled expansion
- + Fast cure times. Concrete sections can be put back into use immediately after repair
- + Lightweight—which reduces loads on existing soils



All PolyPier polyurethane systems are tested per ASTM test methods which include, but are not limited to: density, compression strength, tensile strength, dimensional stability, closed-cell content, water absorption and shear strength.

PolyPier™



PolyPier geotechnical polyurethane foams are ideal choices for making repairs to sunken or misaligned concrete slab sections around residences and structures. Sunken or misaligned sidewalk sections, foundations, patios, concrete steps and driveways can be repaired in most cases by injecting **PolyPier** under the concrete to raise and level it to its original position, possibly avoiding costly tear-out and concrete replacement.

Typical repairs include:

FOUNDATIONS

SIDEWALKS

PATIOS

POOL DECKS

ENTRY WAYS

DRIVEWAYS

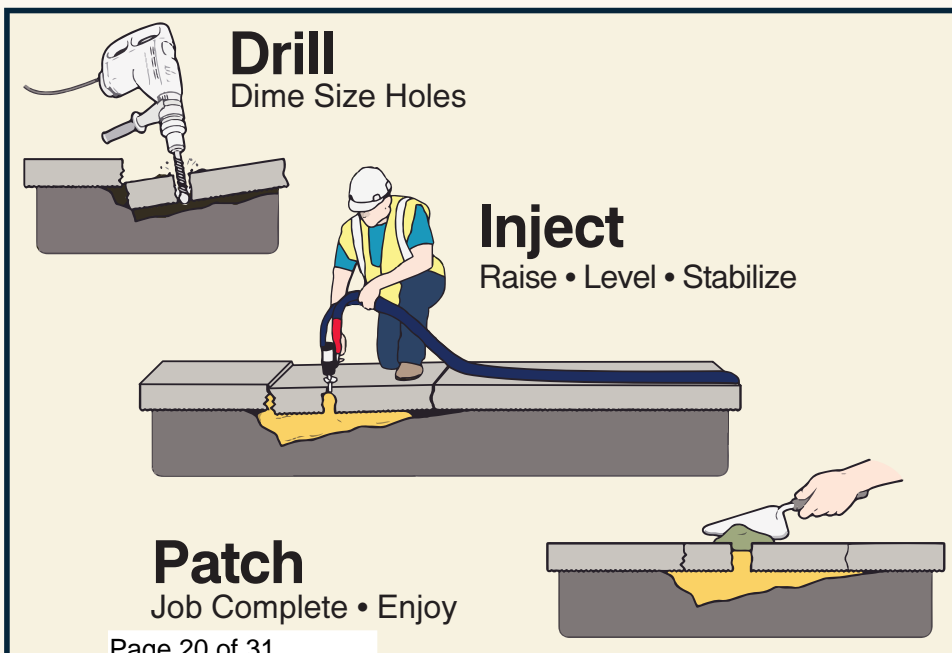
CONCRETE
STAIRSCONCRETE
PORCHESGARAGE
FLOORS

PolyPier is specially formulated polyurethane foam for sub-grade applications. Systems are available to perform in both wet and dry soil conditions. All **PolyPier** polyurethane systems are closed-cell by design to reduce or eliminate water infiltration around slab sections. Voids, or cavities, under slabs that may have been created by improperly compacted soils, poor drainage, broken or leaking waste or water lines, can be filled with a **PolyPier** system to ensure no further settlement occurs.

The injection of **PolyPier** is much less intrusive than traditional heavy, cement slurry injection methods. 5/8-inch holes are drilled and used as injection points—compared to

1½-inch to 2-inch holes for cement slurries or traditional mudjacking methods. **PolyPier** is lightweight, yet strong and durable, adding minimal weight to the existing soils. Typical densities, or pounds-per-cubic-foot (PCF) weights range from 2.1 PCF up to 4.0 PCF. Strength values range from 38 PSI to 100 PSI. Much higher densities and strength systems are available.

Prior to application the use of the concrete section(s), the function of the concrete section(s), and the loads put upon the concrete section(s), will determine which **PolyPier** system is best suited for making the repairs. This is determined by performing a pre-job inspection by a qualified applicator.



Our PolyPier™ concrete-specific geotechnical foam systems are much lighter in cubic foot weight than traditional cement slurries, easier to apply, less intrusive and much simpler to clean up.

Total concrete tear out and replacement can be expensive. So can injury and liability issues when it comes to trip hazards and uneven sections of concrete that have sunk or cracked. PolyPier geotechnical polyurethane foam products are engineered to lift and void fill beneath concrete sections and save on expensive concrete replacement.



About ECP

Earth Contact Products (ECP) is a family owned company, based in Olathe , Kansas . This company was built upon ECP's Steel Piering System that has led to the development of other foundation repair, anchoring, waterproofing, underpinning products and Polyurethane Foam Systems.

PolyPier products are used in a diverse range of of applications and markets. Our broad product offering include the simplest sidewalk trip hazard repair to complex road and bridge repairs.

- Residential – sidewalks, driveways, patios, pool decks and foundations
- Commercial – expansive concrete slabs, parking lots, warehouse floors
- Industrial – manufacturing floor slabs, storage tank foundations
- Municipalities – streets, curbs, waste drainage systems, culvert systems
- Departments of Transportations – roadways, bridge approaches
- Specialty Applications – lightweight fill, pipe abandonment

PolyPier Select Contractors

PolyPier Polyurethanes works closely with a knowledgeable, responsible, and professional contractor base. Each PolyPier contractor must be familiarized with the requirements of the system being applied including handling, storage and PPE (personal protective equipment) specified on technical data sheets, SDS, and PolyPier's product stewardship program.



Using High Pressure Equipment already?

Then you're already one step closer to becoming a Certified Partner of the PolyPier team.



PolyPier Technical Information

Expanding, high-density foam is engineered to permanently raise and level sunken concrete in many different applications.

The PolyPier® system provides a new, state-of-the-art solution to a very old problem: sinking or settling concrete. Virtually every type of concrete flatwork (slabs, sidewalks, driveways, runways, patios, and more) will be susceptible to sinking if the supporting soil is loose, weak or prone to compression. Concrete will also sink when support soil is washed away.

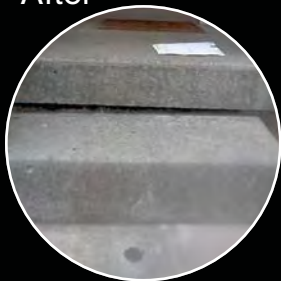
PolyPier works for the following sunken or settled concrete problems:

- Interior floor slabs
- Concrete pool decks or pool surrounds
- Concrete patios & landings
- Sunrooms with concrete floors
- Concrete driveways
- Concrete roadways & parking areas
- Airport runways

Before



After



Before



After

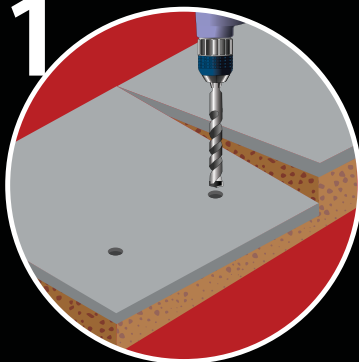


ECP's PolyPier system is the product of choice for concrete lifting, leveling, void filling and undersealing streets, roads, highways and making repairs to bridge approaches and departures. These systems are available in various high-density formulations, compression and tensile strength values, and flow variations.

HOW IT WORKS

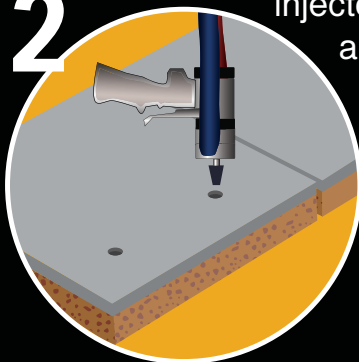
1

Holes are drilled



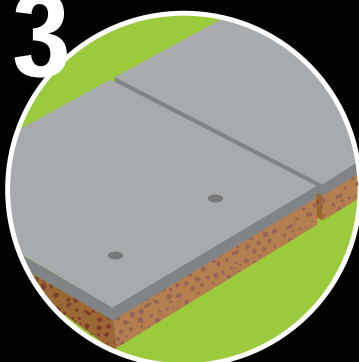
2

Polyurethane foam is injected, filling voids and lifting slab



3

Holes are patched



WHY POLYPIER?

- EASE OF APPLICATION
- LOWER OVERHEAD COSTS
- SCORCH-FREE PROCESSING
- MOISTURE-TOLERANT AND RESISTANT
- EXCEPTIONAL INTER-LAYER ADHESION
- EXTREMELY CONFORMABLE
- ENVIRONMENTALLY RESPONSIBLE
- MANUFACTURER SUPPORT



ECP- Driven to Deliver Excellence to our Family of Partners

Our mission at ECP is to be the very best foundation repair manufacturer in our industry by providing quality products and services in a timely manner at a competitive price. This simple statement is what the company was founded upon over 20 years ago and still holds true today.

- ProLine
- ResLine
- GeoLine
- HydroLine
- InsuLine



Contact us today at 866.327.0007 or visit us online at www.getecp.com to find out how you can become a certified PolyPier contractor today.

4" Diameter ASTM/316 SS

Part # JF4PC
Part # JF4SS



Cleanable
Filter Cartridge

Easy To Install



Erosion
Control

www.jetfiltersystem.com

US PAT #7,615,148

32



4"dia. STEEL/SS

1.0 SCOPE

This Product Specification covers the performance requirements for earth retaining structures pertaining to weep holes and dewatering.

2.0 PRODUCT DESCRIPTION

2.1 Product Name and Part Number

Product Name

JET FILTER STEEL; POWDER COATED BLACK

JET FILTER SS; 316 STAINLESS STEEL

Part Number

JF4PC

JF4SS

3.0 MATERIALS

3.1 Flame Retardent Polycarbonate/ Acrylonitrile-Butadiene-Styrene (Filter Cartridge Only) U/V Resistance

3.2 Housing ASTM Hot Rolled Steel and 316 Stainless Steel

3.3 Filter Media

1.Mirafi® FW300 geotextile is composed of high-tenacity monofilament polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position.

CBR Puncture Strength	ASTM D6241	lbs (N)	1250 (5563)
Apparent Opening Size (AOS)1	ASTM D4751	U.S. Sieve (mm)	30 (0.60)
Percent Open Area	COE-02215	%	8
Permittivity	ASTM D4491	sec-1	1.5
Permeability	ASTM D4491	cm/sec	0.13
Flow Rate	ASTM D4491	(gal/min/ft2) l/min/m2	115 (4685)



US PAT #:

7,615,148

JET FILTER SYSTEM LLC
14 N CENTRAL AVE
CASEY ILLINOIS 62420
800-475-2029

TITLE:

**4"DIA. ASTM/SS
PRODUCT SPECIFICATION**

JET Filter components are 100% made in the USA and are compliant with the Buy American Clause.

PART#:

**JF4PC
JF4SS**

★ WARRANTY ★

TWO-PART POLYURETHANE GROUT

THIS LIMITED 5-YEAR WARRANTY GUARANTEES TWO-PART POLYURETHANE GROUT PRODUCTS

123 John Doe Court, Warranty City, FL 12345

Foundation Professionals of Florida, Inc., (FPI), warrants all work areas treated with polyurethane for a period of five (5) years from the date work was completed and final payment made against settlement with the following exclusions: (1) Warranty will be voided if guttering in the area of poly injection is not kept clean and in good repair with downspouts properly routed away from the foam-injection area. (2) Warranty does not include shrinkage or expansion of soil caused by excessive dry or wet weather. NOTE: Normal shrinkage may be as much as one-half inch ($\frac{1}{2}$ ") in some areas. (3) Warranty does not apply to new construction under three (3) years old. (4) Proper drainage must be maintained and kept away from the foam-injected area(s). (5) Settlement or movement caused by an earthquake, sinkhole, fire, severe wind, flood, extreme change in the water table, other acts of God, or similar man-made conditions, including but not limited to explosions, improper drainage or abandonment of building. This warranty is transferable as approved in writing by FPI. The foregoing is our sole warranty. All other warranties expressed or implied, including any warranty of merchantability and warranty of fitness for purpose, are excluded. The owner's exclusive remedy shall be for the correction of any defect in workmanship, as set forth above. In no event shall the owner be entitled to consequential damages, regardless of whether the claim is based on warranty, contract, tort or otherwise.



FOUNDATION REPAIR | SEAWALL BUILD AND REPAIR | SLAB LIFTING
A Certified DBE Company | Accredited QMEC Laboratories | Licensed Florida Water Well Contractor

3309 SW SR 247, Lake City, FL 32024
1.855.WE.GROUT



COMPANY OFFICER SIGNATURE

COMPLETION DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1720 SE 16th Avenue, Suite 301 Ocala FL 34471	CONTACT NAME: Brenda Bouchard AAI, CPIW PHONE (A/C, No, Ext): (352) 732-5010 FAX (A/C, No): (352) 732-5344 E-MAIL ADDRESS: brenda.bouchard@bbocala.com
INSURED Foundation Professionals of FL, Inc. PO Box 1625 Lake City FL 32056	INSURER(S) AFFORDING COVERAGE INSURER A: Security National Insurance Company INSURER B: Owners Insurance Company INSURER C: National Union Fire Insurance Company of Pittsburgh, Pa. INSURER D: American Interstate Insurance Company INSURER E: Lloyd's INSURER F:
	NAIC # 33120 32700 19445 31895

COVERAGES**CERTIFICATE NUMBER:** FPI 21/22 Pkg/GL/XS Ren**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Project Agg \$5,000,000			SES132553806	09/26/2021	09/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5039805602	06/25/2021	06/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Basic PIP \$ 10,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BE069972178	09/26/2021	09/26/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod/Comp Ops \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	AVWCFL3027712021	09/18/2021	09/18/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability / Pollution Liability			PGIARK0976101	02/26/2021	02/26/2022	General Aggregate \$1,000,000 Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Bidding Purposes

CERTIFICATE HOLDER**CANCELLATION**Foundation Professionals of Florida Inc.
PO Box 1625

Lake City

FL 32056

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

STRUCTURAL PROPERTY CONDITION ASSESSMENT REPORT

BAREFOOT BAY RECREATION DISTRICT BUILDING A SEA WALL / SITE RETAINING WALLS

JUNE 3, 2019

**PREPARED BY:
STEWART SCOTT, EI
COLIN G. DOYLE, PE**

TLC ENGINEERING SOLUTIONS, INC

**874 Dixon Blvd
Cocoa, Florida 32922
(321) 636-0274
COA #15**

TLC PROJECT NO: 518157



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APPENDIX A – SITE PHOTOS

APPENDIX B – TEST PIT PLAN

Executive Summary

TLC Engineering Solutions, Inc. (TLC) performed a visual assessment of the sea wall and site retaining wall surrounding the pool and Building A complex in the Barefoot Bay Recreation District in Barefoot Bay, Florida. The Barefoot Bay Recreation District Facilities Department has requested this assessment due to reports of observed concrete spalling and cracks in the concrete site retaining and sea walls, and noticeable settlement of the slab on grade and pavers surrounding the pool area near sea wall. TLC conducted an initial site visit on October 11, 2018, and a second on May 3, 2019 to document the existing conditions.

The original site retaining and sea walls were constructed in 1970 according to the Brevard County Property Appraiser. Subsequent property improvements, including running of additional underground electrical conduit, have been made since the original construction. Construction drawings for either the original construction or subsequent improvements were not available. The original site retaining wall on the west side of the pool deck consists of unreinforced 8" masonry wall supported on continuous shallow foundation. The masonry wall retains approximately 1'-2" of soil. The sea wall, located on the south and east sides of the pool and continuing around the south side of Building A, consists of segmented concrete panels with a continuous concrete cap at the top. Steel tie backs restrain the lateral movement at the top of the concrete sea wall panels. It is unknown where the rods terminate behind the sea wall. Aluminum guardrail posts are core drilled into the top of the concrete cap. The slab behind the sea wall and site retaining wall consists of conventional pavers and concrete slab supported on compacted grade.

The existing masonry retaining was observed to be ungrouted and unreinforced. The aluminum guardrail posts on top of the masonry retaining wall were core drilled into the slab on grade with insufficient edge distance or reinforcing to prevent spalling at the edge of the slab. The concrete sea wall panels were observed to be free of cracks and concrete spalling. TLC did not observe large deformation or rotation of any of the sea wall panels. The joints between panels was observed to have deteriorated, and in some locations allowed water and soil to pass freely from one side to the other. Upon removal of the slab on grade and pavers, large voids were observed in the soil behind the retaining and sea walls. Steel tie backs at the top of the sea wall panels were observed to be corroded to various degrees. In one location the tie back had been severed.

Although the aluminum guardrail itself was observed to be in good condition, the concrete spall at the base of the post poses a safety issue for the rail anchorage. The concrete spall should be repaired and the post properly anchored to the wall below. Joints between concrete sea wall panels should be repaired with a polyurethane injection resin to reseal the joints and prevent water from penetrating the sea wall joints and eroding soil supporting the pool deck. Steel tie backs should be wirebrush cleaned and coated with a corrosion inhibiting coating to extend the life of the steel. Any steel ties observed to have more than 10% section loss should be replaced. The drainage system should be inspected and tested by a civil engineer to ensure proper operation to avoid buildup of hydrostatic pressures behind the sea and retaining walls. Voids behind the sea wall should be filled with well graded, well compacted fill to provide adequate support for the pavers and slab on grade.

Survey Overview

The purpose of this site assessment was to visually assess the condition of the existing site retaining and sea walls adjacent to Building A and the pool in Barefoot Bay, Florida. Stewart Scott, EI of TLC visited the site on October 11, 2018 and May 3, 2019 to observe and document the existing site retaining wall conditions. Site observations were limited to those structural systems that could be visually inspected and accessed from ground level. Five test pits were excavated behind the site retaining wall and sea wall to observe the condition of the existing structures below grade and the site drainage system. Approximate locations of test pits are provided in Appendix B. There was no additional removal of finishes, destructive testing, or excavations beyond those noted in this report. Landscape architectural, mechanical, electrical, plumbing, site drainage, civil, and other site related systems or features were not part of this investigation.

Facility Overview

Barefoot Bay Recreational District pool facility is located at 626 Barefoot Blvd. in Barefoot Bay, FL. Existing construction drawings for the pool, patio, retaining wall, and sea wall were not available. TLC's understanding of the facility construction is limited to the items that could be visually inspected and confirmed during the site investigations.

The original site retaining wall on the west side of the pool deck consists of unreinforced 8" masonry wall supported on continuous shallow foundation. The masonry wall retains approximately 1'-2" of soil. The sea wall, located on the south and east sides of the pool and continuing around the south side of Building A, consists of segmented concrete panels with a continuous concrete cap at the top. Steel tie backs restrain the lateral movement at the top of the concrete sea wall panels. It is unknown where the rods terminate behind the sea wall. Aluminum guardrail posts are core drilled into the top of the concrete cap. The slab behind the sea wall and site retaining wall consists of conventional pavers and concrete slab supported on compacted grade. Based on TLC's field observations, the existing site retaining wall is constructed out of pre-cast concrete panels with a continuous cast-in-place concrete cap at top of retaining wall. Tie backs were installed near top of pre-cast concrete panels and underground drainage systems were observed along site retaining wall with weep holes through pre-cast panels. Existing aluminum fence is along entire perimeter of retaining wall cap with aluminum columns installed into cored portions of concrete cap.

Field Observations

Stewart Scott, EI with TLC conducted site visits on October 11, 2018 and May 3, 2019 to visually observe the condition of the site and sea walls, and subgrade conditions supporting adjacent slabs on grade at Barefoot Bay Recreation District pool adjacent to Building A. The October 11, 2018 site visit was conducted to identify general conditions and assess where test pits would be required to observe subsurface conditions. Five test pit locations were proposed as shown in Appendix B. Test pits were excavated by the Barefoot Bay Recreation District and prepared for inspection on May 3, 2019. The limitations to the visual inspection of the existing structural system are as defined in the Summary Overview and Qualifications sections of this report. The following observations were noted during the site visits in relation to the five (5) test pit locations:

TEST PIT 1A/1B

Test pit 1A was located on South side of the masonry retaining wall west of the pool. Test pit 1B was located on the retained side of the retaining wall at the same location. The retaining wall supports an approximately 1'-2" change in grade. Photos of the pre-excavated and excavated conditions for Test Pit 1A and 1B can be seen in Photos S1- S3 and S4-S6, respectively.

The concrete slab at the base of the aluminum guardrail post had spalled, resulting in the guardrail post being unsupported at the slab edge. Reinforcing of the slab edge was not observed in the spalled concrete. The retaining wall was observed to be constructed of hollow (ungrouted) masonry units. Pavers on both the north and south side of the retaining wall were observed to be settling. After opening up test pit 1A and 1B, it was determined that the paver settlement could be contributed to voids having formed in the poorly compacted subgrade.

TEST PIT 2

Test pit 2 was located on Southeast side of pool deck on the retained side of the existing concrete sea wall as seen in Appendix B. During the October 11th site visit, the pavers along the wall were observed to have settled, as seen in Photo S7. The depressed area of pavers created a low spot that allows water to pool and resulted in a growth forming between pavers (refer to Photo S8).

Subsurface observations conducted within the test pit indicated that soils on the retained side of the sea wall had been eroded over time through the failed joint between concrete panels. The eroded soils lead to the paver settlement (refer to Photo S9 for joint failure). The extent of soil erosion through the exposed

joint could not be determined; however, voids underneath the concrete cap were observed to extend more than 4'-0" in both the North and West directions. The underdrain system behind the sea wall appeared to have been damaged and is no longer functional (refer to Photo S11).

TEST PIT 3

Test pit 3 was located on the retained side of the sea wall at the southeast corner of Building A as shown in Appendix B. The location of the test pit was due to slab settlement and cracking observed during the initial October 11th site visit, as seen in Photo S12. After excavating the test pit, it was observed that the steel tieback at the top of the concrete sea wall had been severed (refer to Photo S13). There was no discernable rotation or displacement at the top of the existing panel. Representatives of the Barefoot Bay Recreation District noted that underground electrical conduit had been installed in the area, and that the soils may not have been adequately compacted before replacing the slab on grade (refer to Photo S14).

TEST PIT 4

Test pit 4 was located on the retained side of the easternmost sea wall as shown in Appendix B. Initial observations conducted during the October 11th site visit noted enlarged joint between the sea wall cap and slab on grade, as seen in Photo S15. Weep holes had been drilled through existing concrete cap (refer to Photo 16). Observations of the test pit noted that the existing tie backs in the vicinity were not damaged, and that the wall had an existing undrain system installed. TLC was unable to determine if the existing underdrain system was functional.

ADDITIONAL OBSERVATIONS

During the initial October 11th site visit, TLC noted cuts in the concrete cap on top of the sea wall. Exposed reinforcing could be seen running through the joint (refer to Photo S17). This reinforcing steel is exposed to the elements, and was observed to have corrosion. The level of corrosion could not be determined due to the location of the reinforcement and size of the gap.

Recommendations

The following recommendations for repair, remediation, and/or additional field investigation are based on the observations made during TLC's site visits of October 11, 2018 and May 3, 2019:

Masonry Site Retaining Wall: Masonry in contact with grade should be fully grouted. Masonry cells should be reinforced; reinforcing may be drilled and epoxied into the existing foundation. Concrete spalls at the slab on grade and concrete cap should be chipped back to sound concrete. New reinforcing to support the spall repair should be drilled and epoxied into the sound concrete or fully grouted masonry. All existing concrete surfaces should be coated with an epoxy based corrosion inhibitive bonding agent (Sika Armatex EPO CEM, or equal) prior to patching the repair with a cementitious repair product (SikaRepair 224, or similar).

Aluminum Guardrail: Existing aluminum guardrail posts should be re-anchored to sound concrete with post installed anchors or setting them in cast-in-place sleeves set in the masonry wall below where slab edge distance requirements preclude the use of epoxy anchors.

Sea Wall Tie Backs: Where existing steel tie backs are exposed, tie backs should be wire brushed cleaned and coated with an epoxy based corrosion inhibitive sealant (Sika Armatex, or similar), to help extend the life of the reinforcing. Where existing tie backs have lost more than 10% of their original section, the corroded section of bar should be removed and replaced with new tie backs. New sections of tie-back should be coupled to the existing reinforcing bar using mechanical splice couplers rated to develop 125% of the tensile strength of the tie-back.

Concrete Joints: All joints in the existing concrete sea wall, sea wall cap, and between the sea wall and the adjacent slab on grade should be sealed with a UV resistant, waterproof polyurethane based joint sealant. At gaps in the concrete sea wall, cap, and between the concrete slab on grade and sea wall where existing reinforcing is exposed, corroded reinforcing bars shall be wire brush cleaned and coated in a corrosion inhibitive epoxy based sealant (Sika Armatec, or similar) to extend the life of the reinforcing.

Voids/Settlement: Voids in the subgrade due to erosion of the soils through the sea wall joints should be filled with well compacted well graded fill. In areas where the slab on grade or pavers have settled, the slab on grade/paver system should be removed and the subgrade recompacted and filled with well graded fill material to eliminate tripping hazards around the pool deck.

Qualifications


TLC Engineering Solutions, Inc. prepared the report for the exclusive use of the Barefoot Bay Recreation District for the evaluation of the noted structural elements and conditions as identified herein. The observations described in this report are valid on the dates of the investigation and were made under the conditions noted in the report. TLC Engineering Solutions, Inc. does not intend for any other individual or party to rely upon the report without TLC's expressed written consent. If another individual or party utilizes references or relies on the report, TLC Engineering Solutions, Inc. shall not be held liable for any damages, losses, or expenses that may occur as a result of its unsanctioned use.

This report is limited to the specific visual observations and studies TLC performed as part of our scope of services. Evaluation did not include removal of surface materials, furnishings or equipment, undertake any excavations, or perform any destructive or invasive testing other than as noted in this report. Accordingly, TLC cannot comment on the condition of systems and components that could not be visually observed, or were not part of this investigation. In addition, TLC is not responsible for conditions that were not within the scope of services at the time of investigation. TLC did not assess the overall stability of the facility, perform any engineering analysis other than noted herein as part of this evaluation, nor did TLC conduct a comprehensive code review.

If you have any questions, comments, or concerns regarding the findings summarized in this report, please feel free to contact our office. Thank you for choosing TLC Engineering Solutions. We look forward to continuing to serve your engineering needs.

Sincerely,

TLC Engineering for Architecture



Stewart Scott, EI
Structural Engineer I



Colin G. Doyle, PE (FL# 77861)
Associate / Structural Project Engineer

APPENDIX A

SITE PHOTOS



Photo S1 – Test Pit 1A (pre-excitation)



Photo S2 – Test Pit 1A (pre-excitation)



Photo S3 – Test Pit 1A (post-excavation)



Photo S4 – Test Pit 1B (pre-excavation)



Photo S5 – Test Pit 1B Location (post-excavation)

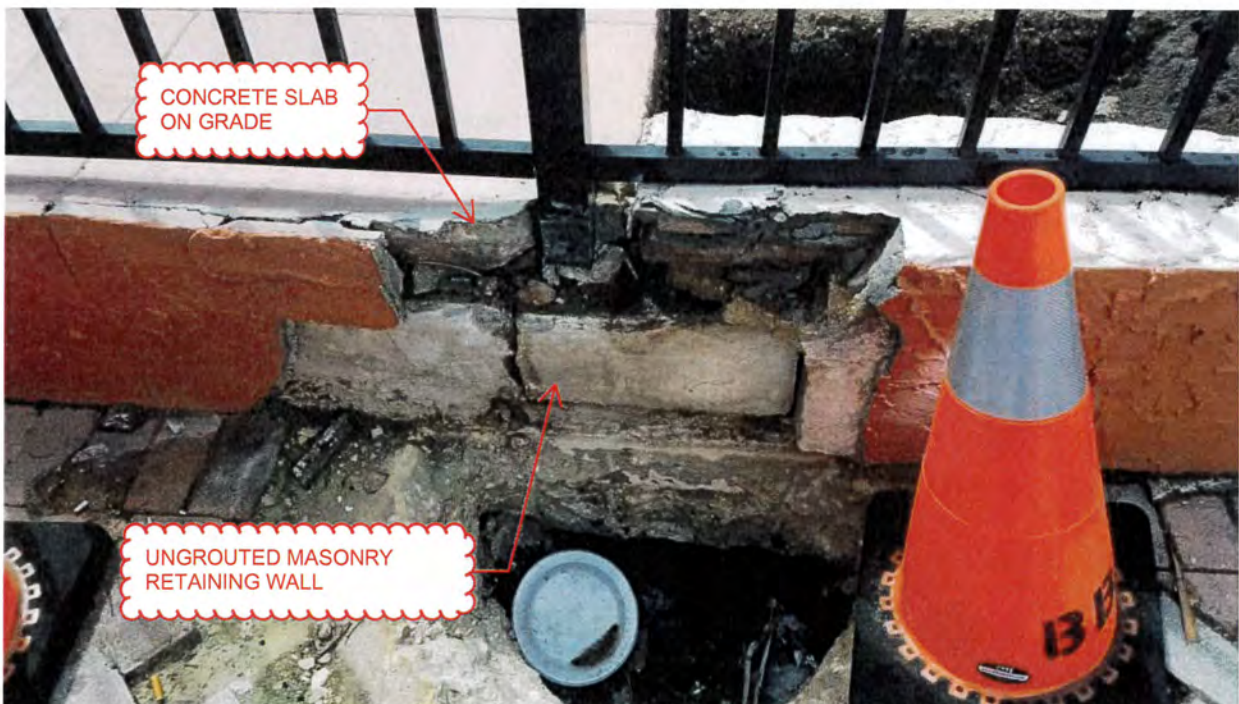


Photo S6 – Test Pit 1B (post-excavation)



Photo S7 – Test Pit 2 (pre-excavation)



Photo S8 – Test Pit 2 (pre-excavation)



Photo S9 – Test Pit 2 (post-excavation): Deteriorated Existing Sea Wall Joint

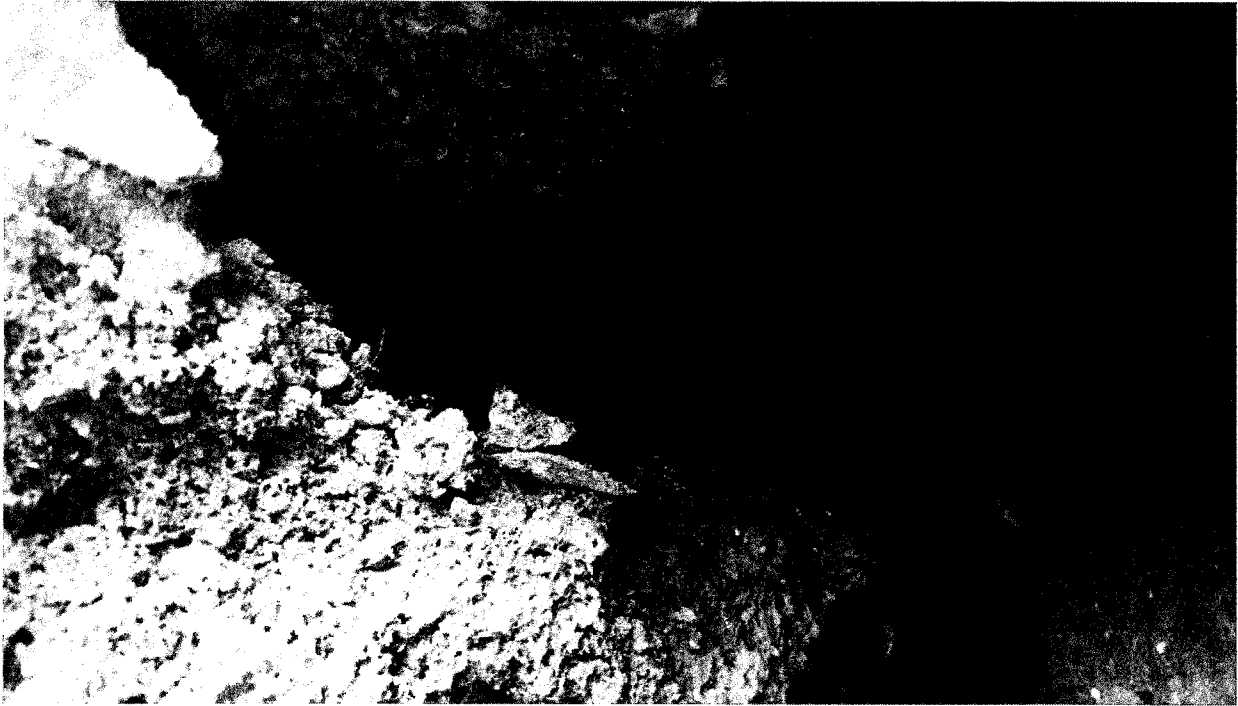


Photo S10 – Test Pit 2 (post-excavation): Erosion Under Existing Slab on Grade

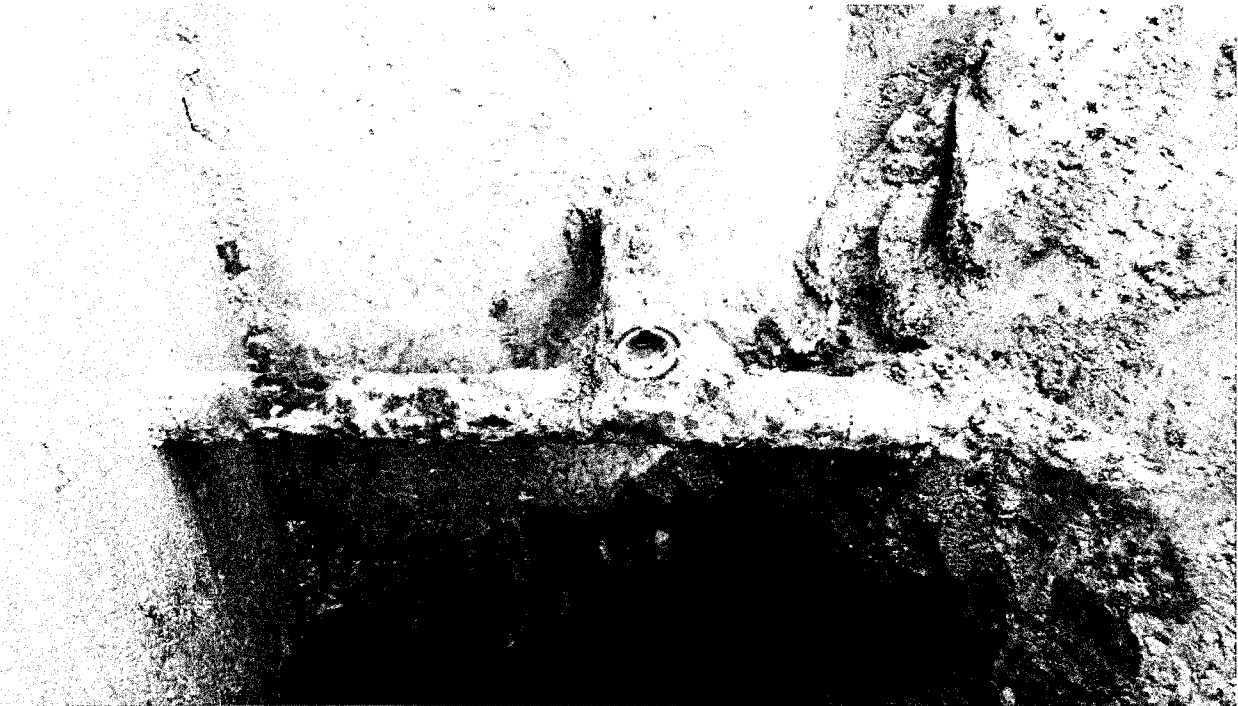


Photo S11 – Test Pit 2 (post-excavation): Damaged Existing Underground Drainage



Photo S12 – Test Pit 3 (pre-excitation)



Photo S13 – Test Pit 3 (post-excitation): Existing Cut Tie-Back



Photo S14 – Test Pit 3 (pre-excavation)



Photo S15 – Test Pit 4 (pre-excavation)



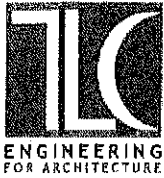
Photo S16 – Test Pit 4 (pre-excavation)



Photo S17 – Existing Joint in Wall Cap

APPENDIX B

TEST PIT PLAN



JOB BAREFOOT BAY SITE RETAINING WALL

JOB NO. 518157

SHEET NO. 1 OF 1

CALCULATED BY SES

DATE 10-29-18

CHECKED BY

DATE

TLC ADDRESS

TEST PIT LOCATIONS

TP-1A) TEST PIT AT RETAINING WALL TO EXPOSE EXISTING WALL CONSTRUCTION. TEST PIT SHOULD BE OF A DEPTH TO EXPOSE FOUNDATION OF RETAINING WALL. WIDTH EXPOSED SHALL BE A MINIMUM OF 2'-0" SQUARE.

TP-1B) TEST PIT AT RETAINING WALL TO EXPOSE EXISTING WALL CONSTRUCTION. TEST PIT SHOULD BE OF A DEPTH TO EXPOSE FOUNDATION OF RETAINING WALL. WIDTH EXPOSED SHALL BE A MINIMUM OF 2'-0" SQUARE.

TP-2) TEST PIT IN POOL AREA ALONG SEA WALL TO EXPOSE WALL UNDERDRAIN SYSTEM. TEST PIT TO BE 6'-0" LONG X 2'-0" WIDE (MIN), STARTING AT SE CORNER OF SEA WALL & AT A DEPTH TO EXPOSE UNDERDRAIN SYSTEM (APRX. AT WEEP HOLE DEPTH)

TP-3) "OPTIONAL TEST PIT" - TEST PIT AT CRACKED CONCRETE SLAB AT CORNER OF SEA WALL TO EXPOSE SUB SURFACE CONDITIONS AND WALL UNDERDRAIN SYSTEM. TEST PIT SHALL MEASURE 2'-0" X 2'-0" MINIMUM AND EXTEND TO A DEPTH TO OBSERVE EXISTING UNDERDRAIN SYSTEM.

TP-4) CENTER TEST PIT AT DRILLED WEEP HOLE IN SEA WALL PER PICTURE ON ATTACHED TEST PIT LOCATION MAP. TEST PIT TO BE 2'-0" X 2'-0" MINIMUM AND EXTEND TO A DEPTH TO EXPOSE EXISTING UNDERDRAIN SYSTEM.

Untitled Map

Write a description for your map.

Legend



Board of Trustees

Meeting Agenda Memo

Date: Friday, January 14, 2022
Title: **Managed Information Technologies Services Contract Renewal**
Section & Item: 15.E
Department: Administration, District Clerk
Fiscal Impact: \$51,240 annually
Contact: Stephanie Brown, District Clerk, John W Coffey, ICMA-CM, Community Manager
Attachments: Omega contract renewal, Standard Contract Addendum Omega, 12.2.2020 Managed IT Services Agreement, BBRD-Addendum, Excerpt from Policy Manual
Reviewed by General
Counsel: Yes
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approval of a three-year renewal with Omega Technology Solutions for managed information technologies (IT) services.

Background and Summary Information

On January 8, 2021, the BOT confirmed the Community Manager's execution of the contract for IT services with Omega Technology Solutions dated December 1, 2020. The unconventional procurement method was used due to sensitivities of data security with the previous vendor. Since the switch from a "repair and fix" system to the current "managed IT services" format, BBRD has dramatically increased data security and decreased down time due to system outages and delays related to the almost exclusive on-site services of the previous vendor.

Specifically, since contracting with Omega Technology Solutions the following changes, improvements, and additions have been implemented:

- BBRD has switched to a Managed I.T. Services format from the break/fix format which allows critical systems to be proactively maintained and allow a quicker response for unexpected technical issues
- All network hardware has been replaced/upgraded for better functionality, speed, safety (exposed wiring) and increased cyber security.
- Omega Technology Solutions has an established portal for all quotes, agreements, hardware/software inventory and support tickets. This portal allows tracking and accountability for all services and purchases.
- BBRD email was changed from a Microsoft Outlook/Google hybrid to a G3 Licensed Microsoft Office Suite package, tailored for local governments in terms of security, storage, and archiving.
- Omega Technology Solutions covers PCI compliance for Golf and Finance operations
- Veterans Gathering Center and CVO network has been added as a managed service

The recommended renewal continues the managed IT services and primary use of remote access for support needs.

The Policy Manual requires *the Board of Trustees must approve and the Chair of the Board, or her/his designee, must execute contracts that exceed one year (1) in duration, including renewal term or that exceed \$15,000.00 in value* (page 15 as attached). Staff is very pleased with the services and heightened data security provided by Omega over the last year and believe BBRD is getting a great service and value for the cost.

General Counsel Cary has reviewed the proposed and drafted the attached addendum.

Hence, staff recommends the BOT approve the three-year contract renewal with Omega Technology Solutions and authorize Chairman Maino to execute the agreement.

Managed IT Agreement

We have prepared a Tailored Agreement
for you

BBRD Managed Services Order

Agreement # 000401
Version 1

Prepared for:

Barefoot Bay Recreation District

Stephanie Brown
sbrown@bbird.org



About Us

Our Focus

Omega Technology Solutions is a [Managed IT Services](#) Provider specializing in Innovative IT Advisory and Leadership Services to organizations worldwide. We offer value-driven solutions above and beyond managing and operations, security, and a full range of IT support services. Our IT Advisory approach enables us to provide leadership to our clients in a complex rapidly changing IT environment.

Our focus is to provide maximum “business value” to our clients enabling them to grow their businesses, manage their risk/compliance, and increase their competitive position by delivering improved business results. Our client-first approach means our solutions are based on what technology solutions are needed to “fuel” their business, not a particular hardware or hosting solution.

Our Approach

At Omega, our approach is to deliver IT support solutions that provide exceptional value, innovation, assurance, and integrity. We advise companies in a highly complex information technology environment where businesses are challenged to continue to manage their own technology. We offer progressive solutions that enable companies to grow their businesses for superior end results, taking a customer-first approach in everything we do.

Our Promise

When you engage Omega, you engage an IT partner that provides high caliber, end-to-end technology management exuding confidence and trust to help grow your business. Our technology solutions promise forward thinking and innovation that leverages the strengths of your people, processes, and technologies to attain your business objectives.

Managed Services

Description	Recurring	Qty	Ext. Recurring
Managed Workstation Managed Workstation Plan Support -Unlimited Phone Support -Unlimited Remote Control Support -Service Availability Monitoring Maintenance -Microsoft Patch Management -3rd Party Patch Management -Event Log Monitoring -Drive Space Monitoring Security -User Account Administration -File Sharing Permission Administration -Security Administration -Managed Anti-Virus -Online Asset Management -Online Trouble Ticket Management -Online License Management -Desktop Optimization & Management -Spyware and Adware Removal	\$65.00	48	\$3,120.00

Managed Services

Description	Recurring	Qty	Ext. Recurring
Managed Server Virtual / Physical Managed Server Plan Includes: Support -Unlimited Phone Support -Unlimited Remote Control Support -24/7 Service Availability Monitoring Maintenance -Microsoft Patch Management -3rd Party Application Patch Management -Event Log Monitoring -Log File Maintenance -Drive Space Monitoring -Printer Setting Management Security -Domain / User Account Administration -File Sharing Permission Administration -Security Administration -Managed Anti Virus -Online Asset Management -Online Trouble Ticket Management -Online License Management -Server Optimization & Management	\$200.00	1	\$200.00
Managed Network Firewall Managed Network Firewall - Unlimited Remote Support - Firewall Log Monitoring - IDS/IPS Setup & Monitoring - Firewall Rules Management - Up-time & Availability Monitoring - Firmware & Software updates - 24/7 NOC Services Monitoring - Network Architecture Services	\$100.00	4	\$400.00

Managed Services

Description	Recurring	Qty	Ext. Recurring
Managed Network Switch Managed Network Switch - Unlimited Remote Support - Up-time & Availability Monitoring - Firmware & Software updates - 24/7 NOC Services Monitoring - Network Architecture Services	\$25.00	8	\$200.00
Managed Network WiFi Access Point Managed Network WiFi Access Point - Unlimited Remote Support - Manage Wireless Networks & Passwords - Up-time & Availability Monitoring - Firmware & Software updates - 24/7 NOC Services Monitoring - Network Architecture Services	\$25.00	14	\$350.00
Monthly Subtotal:			\$4,270.00



BBRD Managed Services Order



Prepared by:

Omega Technology Solutions

Raymond Prado
772-828-2314 Option 1
ray@omegatechs.co

Prepared for:

Barefoot Bay Recreation District

625 Barefoot Blvd.
Barefoot Bay, FL 32976
Stephanie Brown
(772) 664-3141
sbrown@bbrd.org

Agreement Information:

Agreement #: 000401

Version: 1
Delivery Date: 12/13/2021
Quote Exp. Date: 01/31/2022

Contract Start Date: 2/1/2022

Monthly Expenses Summary

Description	Amount
Managed Services	\$4,270.00
Monthly Total:	
	\$4,270.00

Summary of Selected Payment Options

Description	Amount
Initial Term: 36 Month Term	
Selected Recurring Payment	\$4,270.00
Total of Recurring Payments	\$153,720.00

The Initial Term of this Agreement shall be based on the selected monthly term above.

The Effective Date of this Agreement begins as of the date signed by both parties below.

The Service Start Date of an applicable Service Attachment shall begin on the date Provider provisions the Services to Client Or on the Agreement Start Date



ACKNOWLEDGEMENT & INCORPORATION BY REFERENCE

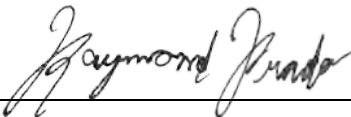
This Order together with the Master Services Agreement and Service Attachments identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Omega Technology Solutions, LLC a Florida company (sometimes referred to as "we," "us," "our," OR "Provider"), and the Client found on the signature block at the end of this Order (sometimes referred to as "you," "your," OR "Client"). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the applicable "Agreement" on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

This Order and its accompanying Agreements supersede all prior negotiations, discussions, proposals, communications, or previous Orders or Agreements between the parties.

By signing below, the parties acknowledge, represent, and warrant that they have read and agree to the terms and conditions of the Agreement, including all related agreements, Service Attachments, Exhibits and/or amendments identified at the end of this Order in Exhibit A. The parties hereby represent that electronic signatures to this Order shall be relied upon and serves to bind them to the obligations stated herein. Each party hereby warrants and represents that he/she/it has the express authority to execute this Agreement(s).

The parties, acting through their authorized officers, hereby execute this Agreement.

Omega Technology Solutions

Signature: 
Name: Raymond Prado
Title: CEO
Date: 12/13/2021

Barefoot Bay Recreation District

Signature: _____
Name: Stephanie Brown
Date: _____

Exhibit A

AGREEMENTS & SERVICE ATTATCHMENTS

1. Master Services Agreement

<https://omegatechnology.solutions/MasterServicesAgreement>

2. Managed Services Attachment

<https://omegatechnology.solutions/SA-MS>

3. Backup and Disaster Recovery Service Attachment

<https://omegatechnology.solutions/SA-BDR>

4. Cloud Services Attachment

<https://omegatechnology.solutions/SA-Cloud>

5. Hardware as a Service Attachment

<https://omegatechnology.solutions/SA-HaaS>

5. Acceptable Use Policy

<https://omegatechnology.solutions/AUP>

7. Service Level Agreement

<https://omegatechnology.solutions/SLA>

8. GLBA Addendum

<https://omegatechnology.solutions/GLBM-A>

9. BAA Addendum

<https://omegatechnology.solutions/BAA-A>

**BAREFOOT BAY RECREATION DISTRICT CONTRACT ADDENDUM
(OMEGA TECHNOLOGY SOLUTIONS LLC)**

THIS CONTRACT ADDENDUM is made and entered into this 14th day of January, 2022, by and between the BAREFOOT BAY RECREATION DISTRICT, FLORIDA, a special district of the State of Florida, hereinafter referred to as the “District”, and OMEGA TECHNOLOGY SOLUTIONS LLC, a Florida corporation, hereinafter referred to as “Contractor”, concerning that certain agreement entitled Managed IT Services Agreement, dated the 10th day of December, 2021 (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning a contractor’s compliance with Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, both parties represent that all conditions precedent to entering into this Agreement have been satisfied and that each has the authority to enter into this Agreement as provided herein; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Recitals and Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail. The above “WHEREAS” clauses are incorporated by reference.

2. Term. This Agreement has a term of one (1) year beginning on January 14, 2022, with an option to renew for two additional years. The renewal option can be exercised by District

by providing Contractor with 30 days notice prior to the expiration of the initial term of this Agreement.

3. Access. Contractor may have access to the District facilities during normal business hours, Monday through Friday except for holidays. Access at other times shall require 48 hours notice to the District Clerk.

4. Termination.

- a. Termination at Will: This Agreement may be terminated by the District in whole or in part at any time without cause by the District giving written notice to Contractor not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the District or Contractor giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

5. Insurance. Contractor agrees to maintain insurance, which will fully protect both Contractor and the District from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

- i. Workers' Compensation (unless exempt) with Employers' Liability shall be as provided by statute.
- ii. Comprehensive or Commercial General Liability (CGL) insurance (including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Produce and Completed Operations Liability Insurance; (iii) Broad Form Property Damage Liability Insurance; and (iv) Explosion, Collapse, and Underground Hazards (Deletion of the X, C, U Exclusions), if such exposure exists):
 - 1. Bodily Injury: \$1,000,000 per occurrence;
 - 2. Property Damage: \$1,000,000 per occurrence.
- iii. Automobile Liability Insurance:
 - 1. Bodily Injury: \$1,000,000 per occurrence;

2. Property Damage: \$1,000,000 per occurrence;
If a Combined Single Limit is provided, the total coverage shall not be less than \$2,000,000 per occurrence.
- iv. Professional Liability Insurance (for professional services as defined pursuant to Florida Law, environmental contractors, or as otherwise specifically required by BBRD): \$1,000,000 per occurrence.

The most recent Rating Classification Financial Size Category of the Insurer regarding any coverages as required herein, as published in the latest edition of AM Best's Rating Guide (Property-Casualty), shall be a minimum of A.

v.

6. Compliance with Laws. In providing services, Contractor comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

7. Assignment.

The parties acknowledge that the District places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of Contractor. Accordingly, this Agreement is personal and Contractor is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the District. If Contractor requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, Contractor must obtain the written approval of the District prior to engaging such subcontractor or professional associate. Contractor will remain fully responsible for the services of any subcontractors or professional associates.

8. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the District within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the District to perform the service.
- (b) Upon request from the District's custodian of public records, provide the District 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 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 Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District.
- (d) Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

- vi. (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DISTRICT CLERK, AT 772-664-3141; records@bbrd.org; MAILING ADDRESS: 625 BAREFOOT BLVD., BUILDING A, BAREFOOT BAY, FL 32976.**

9. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the District harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.0701(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Circuit Court in Brevard County, Florida, on an expedited basis to enforce the requirements of this section.

10. Independent Contractor. Contractor is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the District. None of Contractor's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the District. None of the benefits, if any, provided by the District to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the District to the employees, agents, or servants of Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although Contractor is an independent contractor, the work contemplated herein must meet the approval of the District and is subject to the District's general right of inspection to secure the satisfactory completion thereof. The District will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of Contractor.

11. Indemnification. Contractor must indemnify and hold the District harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the District, or its agents, officers, or employees, arising directly or indirectly from Contractor's performance under this Agreement or by any person on Contractor's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by Contractor (including Contractor's agents, employees, and subcontractors). Contractor

must further indemnify the District against any claim that any product purchased or licensed by the District from Contractor under this Agreement infringes a United States patent, trademark, or copyright. Contractor acknowledges that Contractor has received consideration for this indemnification the sufficiency of which is acknowledged by Contractor, by Contractor's execution of this Agreement. Contractor's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the District and not considered to be the District's exclusive remedy. In the event that any claim in writing is asserted by a third party which may entitle the District to indemnification, the District must give notice thereof to Contractor, which notice must be accompanied by a copy of statement of the claim. Following the notice, Contractor has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Contractor does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the District decides to participate in the proceeding or defense, the District will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to Contractor, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim. The indemnification provisions of this paragraph will survive the termination of this Agreement.

12. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification by District specified in the Agreement shall not be construed as a waiver of District's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by District in the Agreement in derogation hereof shall be void and of no force or effect.

13. Non-appropriation. District's performance and obligation to pay under this Agreement is contingent upon an appropriation during the District's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the District Administrator or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the District subject to the District paying all invoices for services rendered during the period the Agreement was funded by appropriations.

14. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

15. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with District for goods or services of any amount may be terminated at the option of District if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of District if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

16. Venue and Jurisdiction. Notwithstanding any other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

BAREFOOT BAY RECREATION DISTRICT

MICHAEL R. MAINO, Chairman

Date signed by DISTRICT: _____

OMEGA TECHNOLOGY SOLUTIONS LLC

RAYMOND PRADO, CEO

Date signed by CONTRACTOR: _____

Managed IT Services Agreement

Provided By



Confidentiality Notice

This Proposal is intended exclusively for the individual or entity to which it is addressed. This Proposal contains information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain copy or disseminate this document or any part of it. If you have received this Proposal in error, please notify the sender immediately and dispose all copies. This Proposal is for informational purposes only in as much as to make an informed decision. Omega Technology Solutions LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, not specifically included in this proposal.

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SLA Introduction

Company: Omega Technology Solutions, LLC ("Company")

Company Address: 333 17th Street STE 2S, Vero Beach, FL 32960

Client Name: Barefoot Bay Recreation District ("Client")

Client Address: 625 Barefoot Blvd, Barefoot Bay, FL 32976

Effective Date: **12/10/2020** ("Effective Date")

This Service Level Agreement ("SLA" or "Agreement") by and between Barefoot Bay Recreation District, herein referred to as "Client," and Omega Technology Solutions, LLC hereinafter referred to as "Service Provider," each as identified above and located at the indicated addresses, is effective as of the date specified above. This instrument, including any attachments, embodies the entire Agreement of the parties. There are no other provisions, terms conditions, or obligations applicable to the Agreement between the parties not stated herein. This Agreement supersedes all previous oral or written communications, representations, or agreements between the parties that are in any way related to the services and terms as stated herein.

WHEREAS, Service Provider is a provider of Information Technology Services Solutions;

WHEREAS, Client is an independent special district of the State of Florida which desires to contract with Service Provider for the provision of Information Technology Services as provided herein;

NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Period of Service and Automatic Renewal

This Agreement shall be effective as of the effective date of this Agreement and shall be for an initial term of 12 months at pricing consistent with rates established in section 1.0 coverage summary unless terminated early, as provided herein. Client and Service Provider reserve the right to review this agreement quarterly and assess its success. Either party may, from time to time request changes under this Agreement. Such changes which are mutually agreed upon shall be incorporated in written amendments to this Agreement.

This Agreement shall renew automatically at the end of the prior Agreement term for a period of 12 months unless Service Provider or the Client affirmatively terminates it in accordance with the conditions set forth in this Agreement. Renewal pricing will remain consistent with rates established in section 1.0 Coverage Summary.

Limitation of Liability

In no event shall Service Provider be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

The Service Provider shall not be responsible to Client for loss of use of the IT Environment or for any other liabilities arising from alterations, additions, adjustments, service, repairs, or maintenance which have been made to the IT Environment other than by authorized representatives of the Service Provider.

Neither Party shall be liable – whether in contract, tort (including negligence), breach of statutory duty or otherwise – to the other if it breaches any of its obligations under this Agreement (or arising therefrom), for any loss suffered by the other Party in the form of lost revenue or profit or failure to achieve any benefit expected to be derived from this Agreement, loss of use of any asset, loss of data recorded on any computer or other equipment, loss which is not the direct and immediate consequence of the breach, business interruption or management time, or any other loss which is otherwise indirect, commercial, economic, special or consequential.

The Service Provider shall indemnify and hold harmless the Client and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss or expense is caused, in whole or in part, by the act or omission of the Service Provider, or anyone directly or indirectly employed by the Service Provider, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. In any and all claims against the Client, or any of its agents or anyone directly or indirectly employed by the Service Provider, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Service Provider, under worker's compensation acts, or other related policies of insurance. As part of this indemnification, Service Provider agrees to pay, on behalf of the Client, the cost of Client's legal defense as may be selected by Client for all claims described in this paragraph. Such payment on behalf of Client shall be in addition to any and all legal remedies available to Client and shall not be considered to be Client's exclusive remedy. In agreeing to this provision, the Client does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.

Client shall indemnify and hold harmless Service Provider and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Client, or anyone directly or indirectly employed by Client, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Client agrees to pay, on behalf of Service Provider, the cost of Service Provider's legal defense as may be selected by Service Provider for all claims described in this paragraph. Such payment on behalf of Service Provider shall be in addition to any and all legal remedies available to Service Provider and shall not be considered to be Service Provider's exclusive remedy. Client agrees that in no event shall Service Provider be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Service Provider. In agreeing to this provision, the Client does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.

Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury or any other liability which cannot be excluded by law.

No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

Modification or Termination of Agreement

The Parties may renegotiate rates based on additions of locations, hardware, software, hardware support requirements, service adjustments, service enhancements. Any such renegotiated rate(s) must be approved in writing by both parties and shall take effect on a date mutually agreed to by the parties.

The Client may request, in writing to the Service Provider, modifications to this agreement (or any portion thereof). The Service Provider will implement any reasonable requested modifications within the time frame agreed to by the parties for said requested modifications. Rates associated with requested modifications shall be adjusted accordingly as agreed to by both parties.

The Service Provider reserves the right to refuse or suspend service under this Agreement in the event Client has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other agreement between the parties. Failure of payment by Client for greater than forty-five (45) days shall be deemed a breach for which Service Provider may immediately terminate this Agreement, and in such an event, Client shall be responsible for the payment of all software licensing fees and software costs incurred by Service Provider for the balance of annual period remaining under the initial or renewal term(s) of this Agreement for which such licenses have been purchased and software costs have been incurred by Service Provider on behalf of Client.

This Agreement may be terminated by either party for any reason or convenience upon sixty (60) days written notice to the other party. In the event that Client terminates this Agreement for convenience, Client agrees to be responsible for the payment of all software licensing fees and software costs incurred by Service Provider for the balance of annual period remaining under the initial or renewal term(s) of this Agreement for which such licenses have been purchased and software costs have been incurred by Service Provider on behalf of Client. Prior to the termination period of sixty (60) days, Service Provider shall provide Client with an invoice reflecting the annual licensing fees and software costs balance due upon termination. The Parties may mutually agree to terminate this Agreement sooner than a full sixty (60) days if both parties are agreeable. To the extent that such annual software licenses or products are transferrable to the Client independent of this Agreement upon termination, Service Provider shall provide for such transfer upon Client's payment of the balance of the annual fees and costs as required by this provision. If the Service Provider initiates a termination of this Agreement for convenience, Client shall not be responsible for payment of annual licensing fees and software costs incurred by Service Provider for the balance of annual period remaining under the initial or renewal term(s).

In addition to termination for convenience, the Client may terminate this Agreement for cause upon ninety (90) day's written notice to the Service Provider that Service Provider has:

- I. Failed to fulfill in any material respect its obligations under this Agreement and does not cure such failure within ninety (90) days of receipt of such written notice.
- II. Breached any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice.
- III. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

In the event of a termination for demonstrated cause, Client shall not be responsible for the payment of all software licensing fees and software costs incurred by Service Provider for the balance of annual period remaining under the initial or renewal term(s) of this Agreement for which such licenses have been purchased and software costs have been incurred by Service Provider on behalf of Client.

If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of services to another designated provider. Service Provider acknowledges that all Client data and information stored on Omega Technology Solutions owned hardware is the sole property of the Client. If this agreement is terminated, all Client data and information will be returned to the Client in a usable format. Client agrees to pay Service Provider the actual costs of providing such assistance. The Service Provider will also provide the Client with a final set of monthly reports on the Client's IT environment.

Terms of Service

This Agreement shall be governed by the laws of the State of Florida. Venue for any action related to breach or interpretation of this Agreement shall be in a competent court of jurisdiction in and for Brevard County, FL. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action. This Agreement constitutes the entire Agreement between Client and Service Provider for monitoring, maintenance, and service of all covered IT Assets, locations, and other coverages listed herein.

The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement. The Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Client agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement, the Client will not recruit or hire any employee, agent, representative or subService Provider of The Service Provider, nor will the Client directly or indirectly contact or communicate with the Service Provider's Personnel for the purpose of soliciting or inducing such Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than the Service Provider; or (b) to provide services to the Client or any other person, firm or entity except as an employee or representative of the Client. The Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, the Service Provider, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

IT Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, the service provider disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. The Service Provider does not warrant that use of software or products furnished by the Service Provider will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Confidentiality & Non-Disclosure

The Service Provider and its agents may use Client information, as necessary to or consistent with providing the contracted services. Service Provider acknowledges that through its relationship with Client, service provider may become aware Confidential Information or trade secrets proprietary to Client. Service Provider agrees to protect and not to disclose or otherwise make available Client's Confidential Information and/or trade secrets. Service Provider shall take appropriate action by instruction, agreement, or otherwise with any respect to Service Provider's employees who are permitted to access Client's Confidential Information and trade secrets. In order to fulfill Service Provider's duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by Service Provider and not released to third parties without written consent from the Client.

Confidential Information shall mean information, whether oral or written (including information provided in electronic format), provided by Client, or received by Service Provider by virtue of the relationship created from this Agreement, provided that such information shall not be Confidential Information if the information provided (i) is known to the trade or public at the time of its disclosure, (ii) becomes generally available to the trade or public other than as a result of Omega Technology Solutions, (iii) was in the possession of Service Provider in a non-confidential basis prior to its disclosure, (iv) was disclosed to Service Provider by a third party not reasonably known by Service Provider to be under an obligation of confidentiality, (v) was disclosed pursuant to a legal or regulatory requirement, or (vi) was disclosed with the written consent of Client.

Public Records

All documents, maps, drawings, data and worksheets prepared by Service Provider for Client under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Service Provider. Service Provider agrees to provide access to such public records on the same terms and conditions that Client provides such public records and at a cost that does not exceed that provided for pursuant to Chapter 119, Florida Statutes or otherwise provided by law. Service Provider agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Service Provider agrees that upon termination of this Agreement, all proprietary interest of Client in its business assets, tangible or intangible, including records, files, lists and information which Service Provider deals with or develops during the course of this Agreement shall remain the sole and exclusive property of Client, and in no event shall Service Provider acquire any interest therein. Service Provider agrees that in the event of termination of this Agreement, Service Provider shall promptly return at no cost to Client all public records documents in Service Provider's possession at the time of termination. Duplicate public records that are exempt or confidential shall be destroyed by Service Provider at the time of termination. Public records maintained by Service Provider in an electronic format, shall be provided to Client in a format that is compatible with the information technology systems of Client at the time of termination.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT STEPHANIE BROWN, THE CUSTODIAN OF PUBLIC RECORDS AT:

STEPHANIE BROWN

**625 BAREFOOT BLVD.
BAREFOOT BAY, FL 32976
(772) 664-3141
SBROWN@BBRD.ORG**

1.0 Coverage Summary

	Quantity	Unit Price	Line Total
Managed IT Agreement Coverages			
<i>Managed Workstation</i>	38	\$55.00	\$2090.00
<i>Managed Server</i>	1	\$200.00	\$200.00
Managed Networking Coverages			
<i>Managed Network Locations</i>	5	\$150.00	\$750.00
<i>New office Building, Main hall, Pool bar</i>			
<i>Golf Shop, meeting hall</i>			
<i>Software Management</i>	Included	Included	-
<i>Network Attached Peripherals Management (Printers,</i>	Included	Included	-
User Centric Coverages			
<i>Helpdesk Services</i>		Included	-
<i>System Engineer Solutions & services</i>		Included	-
			-
Supportive and Advisory IT Services			
<i>Vendor Management</i>	Included	Included	-

	Quantity	Unit Price	Line Total
<i>Cloud Services and Office 365 Management</i>	Included	Included	-
<i>IT Asset Management and Procurement Services</i>	Included	Included	-
<i>3rd Party Software Systems Management</i>			
Total Monthly Recurring			\$3,040.00*

*Partial month services to be prorated based on days of service provided and/or number of workstations managed.

1.1 Hours of Coverage

Hours of Coverage	Included Service On Covered IT Asset		Out of Scope	
	Remote	Onsite	Remote	Onsite
Business Hours Monday – Friday, 8:00am – 5:00pm	Included	Included	N / A	N / A
After Hours Monday – Friday, 5:00pm – 11:00pm	N / A	N / A	N / A	N / A
Nights and Weekends Monday – Friday, 11:00pm – 8:00am Friday 11:00pm – Monday 8:00am	N / A	N / A	N / A	N / A
Holidays As listed in Observed Holidays	N / A	N / A	N / A	N / A

Observed Holidays					
New Year's Day	Memorial Day	Independence Day	Labor Day	Thanksgiving Day	Christmas Day
<p>Company reserves the right to adjust holiday schedules. Clients will be given advanced notice to changes in holidays schedules. A list of current holidays can be found on the Company website.</p> <p>www.OmegaTechs.co/Holidays</p>					

1.2 Service Level Expectations

Helpdesk Service Level Expectations*				
	Severity 1 Critical	Severity 2 High	Severity 3 Medium	Severity 4 Low
Business/Financial Risk	Catastrophic exposure	Major exposure	Moderate exposure	Minimal exposure
Work Stoppage	Full; All work has ceased.	Significant; Most work has ceased.	Some; Some work has ceased.	Minor; Little work has ceased.
Percentage of End Users Affected	75 – 100%	30 – 75%	15 – 30%	0 – 15%
Workaround	None acceptable	Semi-acceptable; Short term	Acceptable; Medium term	Acceptable; Medium term
Response Time	1 hour or less	2 hours or less	8 hours – 1 business day	8 hours – 1 business day
Resolution Time	24 hours or less from first response	36 hours or less from first response	5 business days or less from first response	90 business days or less from first response

*There may be situations that don't fit these definitions perfectly.

1.3 Support Tiers

Support Tiers	
SUPPORT TIER	DESCRIPTION OF SUPPORT ESCALATION
Tier 1 Support (Service Desk)	All support incidents begin in Tier 1 in the Omega Technology Solutions Service Desk, where the initial trouble ticket is created; the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated for single user issues. Immediate escalation occurs if it is identified that the issue is affecting multiple users.
Tier 2 Support (Service Desk/ System Engineers)	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers with experience in both single user issues and multiple user network issues.
Tier 3 Support (VCIO)	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3 the Omega Technology Solutions VCIO, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendors) Support Engineers to resolve the most complex issues.

1.4 Service Escalation Process

Service Escalation Process
1. Support Request is Received (By Portal, E-mail, or Phone Request)
2. Trouble Ticket is reviewed
3. Issue is Identified and documented in Ticketing System
4. Priority is established and immediate escalation occurs if necessary
5. Issue is qualified to determine if it can be resolved through Level 1 Support (if not the matter is escalated)
6. Issue is reviewed to determine if direct contact is with client or vendor is required to resolve
7. Issue is review to identify if work can be done remotely or if an onsite visit is required
8. Contact is made either via email or phone to identify when the affected user is available to work with the issue
9. Level 1 Help Desk – issue is worked to successful resolution
10. Level 1 Help Desk – Quality Control, issue is verified to be resolved
11. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System
If Issue Cannot Be Resolved Through Tier 1 Support:
12. Issue is escalated to Tier 2 Support all notes and conditions are transferred with the service ticket
13. Issue is qualified to determine if it can be resolved by Tier 2 Support (if not the matter is escalated)
14. Tier 2 Resolution - issue is worked to successful resolution
15. Tier 2 Quality Control –Issue is verified to be resolved

16. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System has been performed
If Issue Cannot Be Resolved Through Tier 2 Support:
17. Issue is escalated to Tier 3 Support all notes and conditions are transferred with the service ticket
18. Issue is qualified to determine if it can be resolved through Tier 3 Support (if not the matter is escalated)
19. Quality Control –Issue is verified to be resolved
20. Tier 3 Resolution - issue is worked to successful resolution
21. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
22. Tier 3 Resolution - issue is worked to successful resolution
23. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
If Issue Cannot Be Resolved Through Tier 3 Support:
24. Issue is escalated to VCIO Support
25. Issue is qualified to determine if it can be resolved through VCIO Support
26. VCIO Resolution – issue is worked to successful resolution
27. Quality Control – Issue is verified to be resolved.
28. Trouble ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
29. If issue is unresolved Issue is escalated to Vendor Support, in deciding the best course of action for the service issue at hand. Issue is given the final course of action, in choosing the best option for resolution

2.0 General Coverage Provisions

2.1 Covered IT Assets and Client Locations

For purposes of this Agreement, the covered IT Environments and IT Assets shall include all locations and IT assets as outlined in Section 1.0 Coverage Summary. The specific IT Asset and location details are recorded in the Service Provider's Remote Monitoring and Management (RMM) and/or Professional Services Automation (PSA) tools.

If the Client desires to relocate, add or remove locations, the Client shall give notice to the Service Provider of its intention to relocate sixty (30) days in advance. The Service Provider reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the Client. Such right includes the right to refuse service to the IT environment at the relocation and/or new site.

Covered Locations do not include any on-site services unless explicitly indicated herein. Even covered on-site services at covered locations may incur an on-site fee as detailed in Section 1.0 Coverage Summary.

It is expected that changes will be made to the configuration of the IT environment over time. Events causing such changes may include hiring of new personnel, addition of IT assets, and physical movement of components. Adjustments to the IT Assets covered by this agreement will require an addendum to this Agreement and may adjust the monthly cost of service. Upon Agreement of the Parties in writing modifying the terms of this Agreement new IT Assets can be added to coverage and the cost of services will adjust the client's monthly charges, initially being prorated on the first invoice received post addition.

Any additional IT Assets added to the IT environment without the consent or acknowledgement of the Service Provider will not be honored or supported by the Service Provider under this agreement. The Service Provider reserves the right to renegotiate service terms with respect to any addition of IT Assets by the Client.

It is expected that the use of auxiliary devices with covered IT assets may be necessary for Client. No support or service is included for any undocumented auxiliary devices unless detailed in Section 1.0 Coverage Summary and/or Appendix 3 of this Agreement. Any and all auxiliary devices that require coverage must meet the Service Provider's serviceability standards, be supported and warranted by the manufacturer/vendor, and be in reasonable condition. Any coverage of auxiliary devices may adjust the monthly cost of service. It is at the sole discretion of the Service Provider to cover these devices at an agreed upon monthly rate.

2.2 Conditions for Service

The CLIENT IT Environment is eligible for service, monitoring, and support under this Agreement provided it is in good condition and the Service Provider's serviceability requirements/standards as defined and site environmental conditions as defined herein are met.

2.2.1 Minimum Standards Required for Services

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 8 professional or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.
6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
7. All Wireless data traffic in the environment must be securely encrypted.
8. There must be an outside static IP address assigned to a network device, allowing VPN access.

The Service Provider reserves the right to inspect the IT Environment upon the commencement of the term of this agreement for the purpose of assessing and documenting the state of the IT Environment. Unless stated otherwise, said assessment shall be included as part of the Onboarding process outlined in Section 4.2 Onboarding Process.

The Service Provider reserves the right to suspend or terminate this Agreement if in its sole discretion, conditions at the service site pose a health or safety threat to any Service Provider representative.

Coverage for existing IT Assets under this Agreement are contingent upon:

1. The IT Assets meet the Service Provider's serviceability standards defined in Appendix 3
2. For remote service, a covered IT Asset must have the Service Provider's RMM agent installed and be remotely accessible over a reliable internet connection.
3. The IT Asset's physical condition, physical configuration, and/or digital configuration are supported by the manufacturer or vendor.
4. The IT Asset's physical condition, physical configuration, and/or digital configuration remains economically reasonable for service.
5. For onsite service, the covered IT Assets are at a covered and serviceable location listed in Section 1.0 Coverage Summary.

2.3 Included Services

The services covered by this agreement and provided by the Service Provider are defined in Appendix 3 and outlined in Section 1.0 Coverage Summary. Any and all services not defined within Appendix 3 and outlined in Section 1.0 Coverage Summary will be considered uncovered and are subject to the out of scope/uncovered terms, fees, and conditions defined within this Agreement.

2.4 Included Service Hours and Days

Unless otherwise stated herein, all services covered by this Agreement shall be provided during regular business hours, excluding holidays, unless otherwise specified in Section 1.0 Coverage Summary or Appendix 3.

Out of hours services and support can be provided at the Service Provider's discretion to cover early/late shifts, nights, weekends, public holidays, and otherwise out of scope service hours and days. These services are contingent upon the Service Provider's availability of its representatives, according to the terms and conditions set forth in this Agreement. All out of hours services are considered out of scope and are subject to the fees and terms of this Agreement and within Section 1.0 Coverage Summary.

2.5 Included On-site Services

The Service Provider strives to provide remote service because it is less invasive to the end user, has faster turnaround, and helps the Service Provider control its costs. The Service Provider will offer on-site service when:

- Physical movement or configuration of IT Assets is necessary
- Remote accessibility is limited
- Service Provider's representative expects that an on-site repair to be faster.

The specific on-site coverages, rates, and any on-site 'dispatch' fees provided under this Agreement are defined in Section 1.0 Coverage Summary.

The Service Provider reserves the right to refuse requests for an on-site resource when the incident can be addressed remotely with reasonable effort and involvement from the Service Provider and/or Client.

It is at the sole discretion of the Service Provider to determine if an on-site 'dispatch' of a Service Provider's representative is necessary to resolve a monitor alert, service or support request.

In the event that the Client would like a representative from the Service Provider to come on-site and the Service Provider believes that the incident can be addressed remotely, on-site out of scope rates and dispatch fees as defined in Section 1.0 Coverage Summary will apply.

On-site 'dispatch' fees are designed to help the Service Provider manage its representatives travel costs. They are determined by distance, time, tolls, parking fees, and other environmental factors and the specifics for each Client site are defined in Section 1.0 Coverage Summary. This fee is applicable each time a representative from the Service Provider visits the client site to address a monitor alert, service or support request unless otherwise agreed by the Service Provider.

The Client has the right to refuse any and all on-site services, even those the Service Provider determines are required to address a Client support/service request or monitor alert. In the event the Client refuses on-site services that are determined to be necessary by the Service provider, the client agrees that any and all required service levels and coverages that apply to that request under this agreement will no longer apply.

Included services may have pre-requisites, conditions, serviceability standards, and other requirements that must be met before the service can be completely effective. The costs associated with any/all of these requirements, conditions, pre-requisites, and serviceability standards will not be covered by this Agreement unless otherwise noted herein. For the specific coverages please see the detailed coverage details in the Appendix 3 Groups Section.

2.6 Fleet Managed Backup System Coverage

The Service Provider agrees to provide the client with priority service on the products registered only in Section 1.0 Coverage Summary. This service provides priority response time that includes the following:

- Management and Verification of data back up
- Custom Near line Disaster Recovery Plan with storage encrypted end to end
- Secured Backup and Storage on and off site of client location
 - Onsite backup of server assets every 2 hours to Omega Technology Solutions Fleet Managed Backup Appliance. – If applicable Hardware backup is selected
 - Nightly shipments of offsite data stored in Omega Technology Solutions Private Cloud
 - Omega Technology Solutions private cloud located in a Certified data center
 - Offsite Data fidelity tested daily with verification and alerting sent to Omega Technology Solutions RMM
 - Backups classified as Daily, Weekly, Monthly and Yearly and retained in compliance with HIPPA and IRS regulations
 - Quarterly test virtualization of data completed at offsite location.
- Contract does not include any applicable annual subscription or license fees
- Contract does not include any applicable fees for active use of Omega Technology Solutions servers post restoration.

2.7 General Coverage Exclusions

In addition to other limitations and conditions set forth in this Agreement, this agreement does not cover any work, services, products, licenses, costs, or fees unless explicitly detailed herein. Any and all out of scope requests, services, or costs must be defined in a separate agreement or Addendum and are subject to the terms, conditions, and fees detailed Section 1.0 Coverage Summary.

This Agreement does not cover any costs, expenses, or fees not detailed herein. Some uncovered costs include but are not limited to:

1. The cost to bring the Client's IT Environment up to the Service Provider's serviceability Standards.
2. The cost of any IT Assets, replacement parts, equipment, or shipping charges of any kind.
3. The cost of any software upgrades, renewals, or licenses.
4. The cost of any 3rd Party Vendor or manufacturer's support, service fees, incident fees, assurance fees.
5. The cost of any and all IT Assets classified as consumables. (toner, ink, service kits, etc.)
6. Service on parts, equipment, or software not covered by vendor manufacturer warranty or support.

7. Service, repair, and support made necessary by the alteration or modification of equipment other than that authorized by the Service Provider, including but not limited to configuration adjustments, software installations, upgrades, or any modifications of IT Assets made by anyone other than the Service Provider.
8. Any and all service, maintenance, and support for IT Assets not covered by this agreement including but not limited to software, hardware, or infrastructure.
9. Travel to and from uncovered locations and covered locations where travel time and distance exceed limitations and any applicable fees will be listed in Section 1.0 Coverage Summary.
10. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
11. Any and all services not defined within Appendix 3.
12. Project work.
13. The cost to repair, replace, or service IT Assets damaged accidentally or maliciously.
14. IT Assets with damage induced to equipment by environmental extremes. (Water, lightning, etc.)
15. The cost to replace stolen or missing IT Assets.
16. Restoration of lost data caused by inadequate backups, uncovered or unsupported backups, systems/hardware failure is outside the scope of this agreement.
17. Data is not covered and is always considered outside the scope of this agreement.

IT Services and support can experience issues with software, applications, hardware and other IT Assets that are unexpected and uneconomic or excessively timely to address. In the event that a timely and/or economical repair is not possible the Service Provider will recommend a work-around, a replacement, an additional service, or project to alleviate the issue. The recommendation the Service Provider offers will only be covered by this Agreement if defined explicitly herein and may incur fees or other out of scope charges to be mutually agreed on by the Service Provider and the Client before work is completed.

The Service Provider reserves the right to claw back any and all charges or fees foregone in error. Any and all claw backed foregone charges or fees will be submitted to the Client on the first (1st) of the month with their invoice. E.g. In the event the Service Provider discovers that a client's support request was caused by a malicious end-user at the Client's site after investing several hours to address the issue, that incident will not be considered covered under this Agreement and those hours will be charged to the client according to the terms and conditions specified within this Agreement.

Client approval for any and all uncovered services/incidents is necessary when the charges or fees for those services exceed 10% of the client's covered base monthly charges, unless otherwise detailed within this Agreement.

The Client agrees to pay any and all service/incident charges that do not exceed 10% of the client's covered base monthly charges without providing formal approval.

- In the event that the Client incurs multiple individual charges that do not exceed 10% of the Client's covered base monthly charges but collectively exceed 25% of the Client's base monthly service charges, Client approval becomes required for any/all additional uncovered expenses for the remainder of that service period (month).

2.8 Included Service Levels

The Service Provider strives to provide the service levels defined within this Agreement. General Service levels are defined in in Section 1.0 Coverage Summary and Service Levels specific to the individual services the Service Provider is offering under this Agreement are defined within Appendix 3.

Any and all conflicting service levels or service level exceptions detailed within Appendix 3 will supersede the general service levels and exceptions defined within Section 1.0 Coverage Summary.

Priorities that determine the response and resolution time's targets are defined using the following characteristics:

- Business and financial exposure (Cost)
- Percentage of end-users at Client affected (Impact)
- How debilitating the incident is for end-user and the Client (Severity)
- Is there a workaround available?

The Service Provider recognizes that some requests, even those with minimal impact or severity could be urgent for the Client or end-user. The Service Provider will provide best effort to accommodate these incidents but cannot guarantee an adjustment to the agreed upon service levels defined within this Agreement. All urgency driven prioritization of requests are at the sole discretion of the Service Provider.

The response and resolution times defined within this Agreement behave like timers (e.g. like a stop-watch) and are tracked and managed within the Service Provider's ticketing system. The following conditions and behaviors apply to the service level response/resolution time timers:

- The response and resolution time timers begin to track time when the ticket is created within the Service Provider's ticketing system.
 - Emails are not guaranteed to open tickets immediately, but they will typically be opened within 5 minutes of emailing.
 - Opening tickets with the Support Portal is the preferred and immediate method of submitting requests.
- During periods when the Service Provider is working with or waiting for vendors/manufacturers, or the Client to make progress on a client request the timers are paused. The Service Provider will continue to follow up with and escalate requests with vendors, manufacturers, and/or the Client to ensure resolution of the request.
- Any and all service level timers for requests that are reliant on a 3rd party and are not within the control of the Service Provider to resolve will remain paused until the responsible party shifts back to the Service Provider.
- The timers will be paused outside the covered hours defined in Section 1.0 Coverage Summary.

2.8.1 General Service Level Exceptions

Exceptions to the service levels provided as part of this Agreement are not applicable with the following situations:

1. In the event the Service Provider is working remotely with a Client's end user who is not identified as the on-site technical contact and lacks the necessary technical aptitude to work with the Service Provider's technician efficiently.
2. Service and support requests that that require or are resolved by organizations other than the Service Provider are excluded from any/all service levels defined within this Agreement.
3. All service levels defined within this Agreement are not applicable for the first 90 days of this Agreement while the Service Provider works with the Client to onboard them to their services.
4. Service levels defined within this Agreement do not apply to any and all uncovered, out of scope, after hours, overnight, or excluded services as defined within this Agreement.
5. Service levels defined within this Agreement do not apply to any and all services provided on an Observed holiday as defined within this Agreement.

Service Level exceptions specific to the individual services the Service Provider is offering under this Agreement are defined within Appendix 3.

3.0 Service Process

3.1 Requesting Support

Any and all Client end-users are authorized to request service using the processes and provisions detailed within this Agreement unless otherwise noted herein.

3.1.1 General Information to Include with Request

When you call, email, or submit a request using any approved method below ensure that you include the following detailed and complete information:

- Your name and location and where and how to contact you in case of a problem
- A description of the problem including any error messages or actions being taken at the time the problem occurred
- The impact, severity and urgency of the problem
 - What is the business and financial effect? (How costly?)
 - How many users is it affecting? (How impactful?)
 - Can the end-user(s) remain productive or are they halted? (How severe?)
 - Do the end-user(s) have a viable workaround currently?
 - How urgent is the request?
- Any relevant applications and versions you're working with
- Any changes made recently

3.1.2 Requesting Support during Regular Business Hours (8am-5pm)

It is expected that the monitoring software provided by the Service Provider will identify problems with the Client's IT assets and environment prior to the Client's end-users. In the event problems are first noticed by the Client, they are to be reported in one of the following manners:

- If the Client has an existing IT support phone extensions and email addresses, the Service Provider with best efforts will work with the Client's systems to forward requests to the Service Provider's systems. The Client can then use existing phone extensions and email addresses to request support.
- For requests of high importance, cost, severity, impact, and/or urgency please:
 - a. The on-site technical contact defined in Appendix 2 is the only contact that can open critical tickets unless otherwise specified within Appendix 2.
 - b. Contact the Service Provider over the phone at: (772) 828-2314 or 844-OMEGA-IT;
- For less critical requests please:
 - a. Use the Service Provider's client portal, or email to open the request. Instructions will be provided during onboarding. (Preferred method)
 - b. Contact the Service Provider over email at: Support@OmegaTechs.co
 - i. Emails are not guaranteed to open tickets immediately, but they will typically be opened within 10 minutes of emailing. Using this method can delay service and service level tracking does not begin until the ticket has been opened. Using the tray icon is the preferred method of opening requests.

3.1.3 Requesting Support outside Regular Business Hours (5pm-8am)

Requests for support outside regular business hours or on holidays are subject to the terms, conditions, fees, and charges specified within this Agreement. The specific charges and fees will be outlined in Section 1.0 Coverage Summary.

The Service Provider's on-call resource(s) can be contacted after hours using by contacting the Service Provider at (772) 828-2314. You will be prompted to leave a message for the Service Provider's after hours on call messaging system. The prompts will ask you to press a key on your keypad if the issue is an emergency and needs to be addressed immediately or if the issue is non critical, press another key to record a message which will be addressed the next business day (Monday – Friday).

By selecting an emergency key you will be placed into the Service Providers emergency Que where you will be asked to record a message which covers all information pertinent to the issue. This message will then be delivered to the Service Providers on call technician who will contact you within the next fifteen (15) minutes.

The service monitors that are defined as critical within Appendix 3 of this Agreement, will alert the Service Provider's on-call resources.

Once the Service Provider's on call resource receives an after-hours request for service from the Client or an alert from a critical service monitor, they will ensure that the request is within the scope of this Agreement before proceeding. In the event that the request is not covered by the Agreement, the Service Provider's resource will contact the after-hours Client authorized representative for approval. The client authorized representatives are identified during the onboarding process and are defined in Appendix 2 of this Agreement.

The Client After-hours Representative defined within this agreement can:

1. Ask the Service Provider's resource to defer the request for regular business hours
2. Approve the request and any charges for out of scope services and support
3. Decline the request for out of scope services and support

3.2 Support Escalation Process

The Service Provider's resources will respond, action, and/or resolve monitor alerts and support requests from the Client. The Service Provider's representatives follow internal processes to involve higher level representatives when necessary.

The Service Provider strives to maintain a single point of contact with the Client for every incident. Internal escalations will occur seamlessly without the involvement of the Client or the end-user. The Service Provider's initial representative will remain the primary point of contact for the Client, until a satisfactory resolution of the Client's request occurs unless otherwise communicated by the representative.

In the event the Client would like to escalate a support/service request they can contact the Service Provider by phone or email. The Service Provider will work with the Client to re-evaluate how the request is classified. In the

event that re-evaluation does not adjust the request's priority classification, the Service Provider will strive to accommodate the request but is only able to do so on a best effort basis. The required service level in this instance will not change even if the Service Provider's best effort accommodation of the escalation is provided.

3.3 Service Onboarding Process

The Service Provider will begin to enable and provision the services defined within this Agreement, upon execution of this Agreement. This process is referred to as 'onboarding.' This process takes place over the first 45-90 days of a relationship.

The summary of steps the Service Provider will take to provision the Client for service include but are not limited to:

1. Addition of Client details to the Service Provider's Professional Services Automation/ticketing tools and remote monitoring and management tools.
2. Deployment of the Service Provider's remote monitoring and management technology to the Client's IT Assets. (Workstations and Servers)
3. Assessment of Client's business, needs, pain points, and technology.
4. Documentation of Client's business, needs, and technology.
5. Configuration of Service Provider's tools to meet the contractual obligations defined within this Agreement.
6. Maintenance windows, key contacts, reporting requirements, and communication requirements are established between the Client and the Service Provider.
7. A scheduled business and service review is scheduled around forty five (45) days following the execution of this Agreement.
8. Documentation on the support request, onboarding, and escalation process are provided to the Client.
9. The Service Provider's team is brought up to speed on the Client's environment and business.
10. The Client's end-users are informed and educated on how to successfully work with the Service Provider and service expectations are shared.
11. The Service Provider develops and proposes a project plan to bring the Client up to the Service Provider's current serviceability standards.
12. The Service Provider begins to execute any and all approved proposals to bring the Client to meet the current serviceability standards.
13. The Service Provider continues to work with the Client to alleviate any known or discovered pain points with the Client's IT Assets or IT Environment.
14. Recurring reporting requirements are established and configured within the Service Provider's tools.
15. A forty five (45) day business and service review is completed. Upon the completion of this review and the mutual agreement of both parties, the onboarding period ends.

3.4 Approving Uncovered/Out of Scope Services

The provisions and terms defined in 2.8 General Coverage Exclusions describe when the following process is necessary.

- The Service Provider submits a quote or request to the Client's 'approver' contact(s) that is defined in Appendix 2 via email.
 - a. The Client's 'approver' contact(s) approves the quote or emailed request.
 - i. The Service Provider provides the services or products defined within the quote.
 - ii. The Client is invoiced for these services following the original billing schedule. (1st of the month)
 - b. The Client's 'approver' contact(s) decline the quote or emailed request.
 - i. The Service Provider provides an alternative approach or quote and if no alternative can be provided the Service Provider will inform the Client accordingly.
 - 1. The Client approves the alternative approach,
 - 2. The Service Provider provides the services or products defined within the alternative approach or quote.
 - ii. In the event that no alternative can be offered the issue will be logged and discussed during the next virtual CIO or business review meeting.

4.0 Client Responsibilities

4.1 General Responsibilities

- The Client will conduct business with the Service Provider in a professional and courteous manner.
- The Client will provide the Service Provider with payment for all service and support costs at the agreed interval.
- The Client shall obtain and maintain any and all necessary licenses for software, IT Asset(s), or services (including cloud services) being leveraged within the Client's IT environment(s).
- The Client will provide adequate workspace and facilities for use by the Service Provider's representatives as reasonably required by the Service Provider.
- The Client shall inform the Service Provider of all health and safety rules and regulations that apply at its locations and co-operate with the Service provider to define these within Appendix 2.
- The Client agrees to pay any and all agreed upon charges, fees, and/or costs upon the schedule, terms and conditions defined within this Agreement.
- Client agrees to provide high-speed access to the internet and adequate electrical power, cooling, and space necessary to operate hardware and monitoring software.
- Client agrees to grant access to data for the Service Provider to perform service responsibilities

4.2 Service Onboarding and Review Responsibilities

- The Client, with reasonable effort, will provide all necessary, pertinent, accurate, and complete information, documentation, and knowledge that the Service Provider needs to successfully provision and provide the services detailed within this Agreement prior to the start of those services. This includes:
 - Any and all documentation associated with the covered IT environment(s) and asset(s);
 - Any and all software installation media for covered software and applications
- The Client agrees that maintenance window(s) must be established and honored to allow for proper maintenance of the IT environment and IT assets and further agrees to cooperate with the Service Provider to establish, define (within Appendix 2 of this Agreement) and agree on any and all necessary maintenance windows for the Client's IT environment.
 - Maintenance windows are defined periods during which planned outages, changes, and maintenance of production IT assets may occur. Their purpose is to allow end users to plan and prepare for times of possible disruption and/or change. Client approval is not required or sought during defined windows unless explicitly indicated otherwise, and this condition may increase monthly contractual costs. Maintenance windows and system outages are to be defined within Appendix 2.
- The Client agrees that key representatives, within their business, must be established and defined within Appendix 2 of this Agreement so that the Service Provider can receive any necessary supplementary support from the Client. The supplementary support includes but is not limited to:
 - Approval for charges and/or out of scope products and services quoted.
 - Approval for emergency maintenance.

- Reasonable “hands-on” co-operation with the Service Provider’s service/support representative when diagnosing and addressing service requests and other issues.
 - The identified on-site technical contact will work with the Service Provider on critical issues for as long as necessary. Even though the Service Provider strives to be as minimally invasive, on-site and hands on involvement of the identified on-site technical contact will occasionally be necessary.
- Receiving updates on extended outages or unresolved issues.
- Scheduling for project and support services.
- Being informed of critical issues after hours and approving after hours service or deferring service until regular business hours.
- The Client will co-operate with the Service Provider during onboarding and on a quarterly basis to evaluate backups, disaster recovery strategy, and business continuity plans to ensure that data backups are complete and adequately protect the Client’s Business.
- The Client will co-operate with the Service Provider during onboarding and on a quarterly basis to review:
 - The services provided by the Service Provider over the previous quarter.
 - The direction of the Client’s business to ensure IT remains in alignment.
 - If additional services and/or products are necessary to meet the Client’s business and IT needs.
 - The state, status, and health of the Client’s IT Environment(s) and IT Asset(s).
 - The continued integrity, completeness, and validity of this Service Level Agreement.

4.3 Service & Support Responsibilities

- The Client will use the appropriate means of contact to request service and report issues as defined in Section 3.0 Service Process.
 - The Client’s end users will not contact the Service Provider’s service/support representatives directly and will follow the process defined in Section 3.0 Service Process.
- The Client will provide all pertinent information required to open a service/support request.
- When opening a service/support request the Client will work with the Service Provider to accurately classify the request’s impact and severity so that its priority and SLA requirements can be accurately established.
- Once a request for service/support has been successfully submitted the Client will provide reasonable availability of its representative(s) to co-operate with the Service Provider’s service/support representative(s) assigned to the request.
 - The Service Provider’s service/support representatives strive to address requests without involving the Client’s end users. So long as the request can be diagnosed and addressed in a reasonable time frame without the end user’s assistance.
- The Client shall allow the Service Provider access and usage rights to all relevant IT Environments and IT Assets as reasonably required by the Service Provider to provide its services and support.
- In the event that the Service Provider requires the decision, approval, consent, authorization, or any other communication from the Client in order to provide any of the services (or any part thereof) described herein, the Client will be reasonably diligent to provide the same in a timely manner.

- The Service Provider is not liable or at fault for any impact(s) caused by a delay in any requested approvals from the Client. This includes but is not limited to impacts to service performance levels and requirements.
- The Client will promptly notify the Service Provider of any events or incidents that could impact the services defined within this agreement and/or any supplemental service needs.
- The Client agrees to not permit any changes or modifications to be made to the covered IT Environment and IT Assets by any party other than those authorized by the Service Provider.
- The Client agrees to inform the Service Provider of any modification, installation, or service performed on the covered IT Environments, listed in Section 1.0 Coverage Summary, by individuals not employed by the Service Provider. (Both authorized and unauthorized parties)

5.0 Service Provider Responsibilities

5.1 General Responsibilities

- The Service Provider will conduct business with the Client in a professional and courteous manner.
- The Service Provider shall provide reasonable effort to accommodate any changes to offered services that may be requested by the Client, and any adjustments made to the services defined within this Agreement can result in changes to the fees and charges detailed herein. Any changes to the Agreement, including adjustments to fees, are subject to the Client and Service Provider's mutual acceptance.
- The Service Provider is responsible for ensuring that it complies with any and all statutes, regulations, byelaws, standards, codes of conduct, compliances, and any other rules relevant to the provisioning of the services defined within this Agreement.
- The Service Provider will leverage several software applications to provide the Services defined within this Agreement and will attempt to comply with any and all end user license agreements which relate to those software applications.

5.2 Service and Support Responsibilities

- The Service Provider will log all information from the Client required to adequately document any service, support requests, maintenance, and communications. This information includes but is not limited to; contact information, the nature of the request, the business impact and severity, and involved or impacted IT Assets.
 - The Service Provider will leverage and maintain its own ticketing system, or professional services automation (PSA) tool, for updating, tracking, measuring, and closing Client support/service requests, maintenance responsibilities, projects, and monitor alerts.
- The Service Provider will provide the Client with the services defined in Appendix 3, on the IT Assets and locations outlined in Section 1.0 Coverage Summary, during the covered hours and days defined in Section 1.0 Coverage Summary.
 - These services will be provided remotely and at the Service Provider's sole discretion can be provided on-site when necessary. Travel fees and out of scope rates can apply as defined in Section 1.0 Coverage Summary.
 - It is the responsibility of the Service Provider to meet the service level requirements and response times defined in Section 1.0 Coverage Summary and Appendix 3.
 - It is the responsibility of the Service Provider to ensure its resources can provide its services with reasonable skill and care.
 - The Service Provider is not responsible for failure to provide the services detailed herein at defined service levels in the event that circumstances out of the Service Provider's control impede the delivery of service, including, but not limited to, acts of God.
- The Service Provider can provide the Client with out of scope services at the Service Provider's sole discretion and capability. Out of scope fees and charges defined in Section 1.0 Coverage Summary apply to any out of scope services provided.

- It is the responsibility of the Service Provider to notify the Client of any scheduled or unscheduled emergency maintenance.
- It is the responsibility of the Service Provider to keep the Client's end users up to date on any unresolved service and support requests from them.
 - Automated emails, calls, chats and other communications will be leveraged to keep the end users reasonably up to date. The frequency of these communications are defined in Appendix 3.
- The Service Provider will attempt to resolve service and support requests from the Client remotely, without interrupting the end user, unless otherwise requested by the Client when submitting a request.
- The Service Provider will attempt to resolve service and support requests from the Client over the phone on the first call, when unable to resolve the request without interrupting the Client's end user.
- The Service Provider will escalate support requests to the next level of internal support within the Service Provider's organization upon approach of established resolution targets defined in Section 1.0 Coverage Summary and Appendix 3.
 - The Service Provider will attempt to maintain the initial technician as the primary contact for the Client throughout the escalated support process. The higher level teams will partner with the initial contact to troubleshoot, diagnose, and resolve the request. The goal of this process is to provide the Client's end users a single point of contact for each request.
- The Service Provider will obtain the Client's approval before closing any support or service request tickets.

6.0 Monthly Charges, Fees, and Payment

6.1 Monthly Service Charges

Client is purchasing the Service Provider's Managed Information Technology Services under this Agreement for the charges and fees outlined in Section 1.0 Coverage Summary. Said charges shall be invoiced by the Service Provider and paid in monthly installments by the Client with the first installment due upon execution of this agreement. Each payment thereafter shall be due the first day of each calendar month, with payment expected within 5 days following the due date. Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by the Service Provider.

Services provided hereunder shall be assessed against this Client as provided herein.

Services shall be charged against the Client in accordance with the terms and conditions outlined within Section 1.0 Coverage Summary, within Section 6.0 Monthly Charges, Fees, and Payment, and within the Services Agreement between both parties.

6.2 Invoice and Payment

The Service Provider will invoice the Client for covered service charges due in accordance to the terms and conditions defined within this Agreement on the first (1st) of the month, with payment executed five (5) days following the due date and processed via automatic clearing house (ACH) transaction. Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by the Service Provider.

The Client will pay any and all legitimate and/or agreed upon service fees and charges due upon receipt of the relevant invoice from the Service Provider.

The Client will, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, Client will promptly pay to Service Provider an amount equal to any such taxes actually paid or required to be collected or paid by Service Provider.

When a payment under this Agreement is not on a business day (Monday to Friday), it may be paid on the next following business day.

Excluding any relevant taxes or fees withheld by law, any and all sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction, or withholding

The Service Provider reserves the right to refuse, suspend, or even terminate service under this Agreement in the event the client has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other Agreement between the Service Provider and Client.

6.3 Onboarding Fees

Client is purchasing the Service Provider’s Information Technology Onboarding Services under this Agreement for the onboarding fees outlined in Section 1.0 Coverage Summary and equal to \$2235.00. Said fees are to be paid in full upon execution of this agreement unless alternative arrangements are agreed upon by both parties and documented herein. Services provided hereunder shall be assessed against this Client as provided herein.

One Time fee schedule:

	-
	-
	-
	-
Total One time fees	\$2235.00

6.4 Out of Scope Service Fees

It is understood and agreed upon that any and all Services requested by the Client that fall outside the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

Any supplemental services provided by the Service Provider which are outside the terms of this Agreement, including but not limited to, any maintenance provided beyond normal business hours and services in excess of the included services purchased herein, shall be charged to CLIENT as an additional charge in accordance with the terms and conditions as outlined in Section 1.0 Coverage Summary and Section 6.0 Monthly Charges, Fees, and Payment. Any additional billing charges will be invoiced on the first of each month, with payment expected within thirty (30) days, unless otherwise specified by Service Provider.

7.0 Acceptance

This Service Agreement covers only the locations, IT Assets, Services, Onsite Services, Service Hours, and Covered Days defined within this Agreement. The addition of locations, IT Assets, Services, Onsite Services, Service Hours, and Covered Days not outlined in Section 1.0 Coverage Summary at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Omega Technology Solutions, LLC (Service Provider)	Barefoot Bay Recreation District. (Client)
Signature: 	Signature: 
Printed Name: Raymond Prado	Printed Name: John W. Coffey, ICMA-CM
Title: CEO	Title: Community Manager
Date: 12/02/2020	Date: 

Appendix 1 – Definitions

For the purposes of this Agreement, the terms below are generally defined as follows:

Term(s)	Definition
Client portal	The Client Portal is a website connected to the Service Provider's Professional Services Automation (PSA) tool or the Service Provider's Remote Monitoring and Management (RMM) tool. This site gives access to service/support requests with ticket creation, review, and update tools. Upon request the Service Provider can create user accounts for a Client's end-users and key contacts.
Dispatch	The Service Provider will occasionally need to send its representatives on-site to address service/support requests. The process of scheduling and sending the Service Provider's representative is referred to as Dispatch.
End-user	An end-user is referred to a Client's colleagues, staff members, and any/all users of the Client's IT Assets and IT Environment.
Information Technology Services Solutions	The Service Provider classifies the Services they provide as described in Appendix 3. Each individual Service can be referred to as an Information Technology Services Solution.
IT Asset	IT Asset refers to any technical resource, generally within a Client's environment, and includes both physical and digital resources. This includes but is not limited to workstations, servers, network devices, software, applications, licenses, cloud subscriptions and any other peripheral devices that are technical in nature.
IT Environment	IT Environment refers to the collection of IT Assets and their complete configuration at a Client's location/site. This includes but is not limited to all IT Assets, the Client's network, the Client's Windows Domain, the Client's Software Installations, the Client's Hardware Configurations, IT Strategies, IT Plans, and/or IT Processes.
Monitors	Monitors are the IT Resources the Service Provider uses to discover and receive alerts about a Client's IT Environment and Assets. They detect and alert on issues detected, warnings, errors, and when thresholds for known issues are exceeded.
Onboarding	Onboarding is referred to the process and period in which the Service Provider is establishing their services within a Client's IT Environment(s). This is usually a 45-90 day period that includes several steps to ensure the successful and effective implementation of the Service Provider's services.
On-site	The Service Provider will occasionally need to send its representatives on-site to address service/support requests. On-site refers to when a Service Provider's representative is providing services at the Client's site/location.
Out of scope	Out of Scope refers to any and all services, support requests, charges, costs, fees, products, licenses, and other coverages that do not fall under the scope of this agreement. Out of Scope implies that additional charges, fees, or expenses will be necessary.
Period of Service	This refers to any and all periods or lengths of time where the Client is covered by this Agreement.
Serviceability	Serviceability refers to the health and state of an IT Asset or to the Client's IT Environment. Serviceability refers to the ability of the Service Provider to cover a given IT Asset or aspect of the Client's IT Environment. In most scenarios, when serviceability standards and conditions cannot be met, any and all services involving those assets or aspects of the IT Environment will be treated as out of scope.
Tray icon	The tray icon is an icon that is part of the Service Provider's remote monitoring and management (RMM) platform and its included agent software. This software is deployed to the Client's managed workstations/servers/mobile devices and provides tray icon access to the Service Provider's services. It includes the ability for Client end-users to submit support/service requests to the Service Provider.
Network Devices	Network Devices refer to IT Assets that include but are not limited to; firewalls, switches, routers, gateways, network cables, hubs, wireless gateways, and wireless access points.

Appendix 2 – Key Contacts

Key Client Contacts		
Contact Role	Role and Responsibilities Summary	Contact Information
Client On-site Technical Contact	To work with the Service Provider to address service/support requests and other technical issues with the IT Environment or IT Asset. The individuals identified as Client On-site Technical Contacts will act as the eyes and ears for remote representatives of the Service Provider. It is assumed that any/all contacts identified as Client On-site Technical Contacts are also Client Approver(s), even when not explicitly defined as such within this Appendix.	<p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p>
Client After-hours Representative	To be available for contact after regular business hours as identified within Section 2.0 Contract Summary. It is assumed that any/all contacts identified as Client After-hours representatives are also Client Approver(s), even when not explicitly defined as such within this Appendix.	<p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p>
Client Approver	<p>Client representatives with the Authority to approve Out of Scope and uncovered services or fees. This includes any and all of the costs, charges, expenses, and/or fees associated to the approval. Unless otherwise defined with the Approver's Contact Information within this Appendix. E.G. John Smith Approval Limitation = \$150.00/Incident.</p> <p>The Client agrees to pay any/all charges associated with services or requests approved by the Client Approver(s) defined herein.</p>	<p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p>

Appendix 3 – IT Asset Declarations

Maintenance Windows	
Plan Name	Maintenance Window
Weekly-Monday-11pm	Every Monday from 11:00pm to 5:00am Tuesday morning
Monthly-Sunday-1am	Every first Sunday of the month from 1:00am to 8:00am
Wednesday-Workstations	Every Wednesday from 9:00pm to 3:00am Thursday morning
Friday-Server	Every Friday from 11:00pm to 5:00am Saturday morning

[illegible]



December 08, 2021

ADDENDUM TO MANAGED SERVICE AGREEMENT for Barefoot Bay Recreation District

The below signed parties agree to the extension of their current Managed Services Agreement to be extended through 01/31/2022.

All current Agreement term will remain in effect until the above designated date.

Omega Technology Solutions

Signature of Owner

Raymond Prado

Printed Name

CEO

Title

12/09/2021

Date _____

Barefoot Bay Recreation District

Signature of Owner

John W. Coffey

Printed Name

Comm. Mgr

Title

9 Dec 21

Date _____

Emergency Payment

In a declared emergency either the Community Manager and one Trustee, or two Trustees, are required to sign checks over \$15,000.00³⁹⁴⁰ to pay for needed purchases, supplies or contracted services. ⁴¹

Purchase of Services From a Goods and Sole Source Provider

Sole source is an award of contract to the only known source for the required goods or services. A sole source purchase cannot be justified on the basis of quality or price, as quality can be a subjective evaluation based on individual opinion, and price considerations must be evaluated by competitive bidding. If there is more than one product or service that will perform essentially the same functions under essentially the same conditions as the requested product or service, a sole source is deemed not to exist.

Some of the factors considered to qualify as a sole source are:

1. The stated vendor is the only producer of the product or service, and no commercial substitute is available.
2. The information or data is proprietary.
3. The maintenance or repair requires specialized equipment or expertise, which is available only from the original vendor, or vendor representative.
4. If the District currently has a continuing service contract with the vendor.⁴²

Sole source items must be justified and contain the following information:

1. How was a determination made, that the goods or services being purchased, are only available from one source.
2. What contacts, (if any), were made in an attempt to identify alternate sources.
3. What is the rationale that the goods or services being purchased cannot be substituted with similar goods or services from other sources.

Awards Quotes/Bids under \$75,000.00⁴³⁴⁴

Award recommendations exceeding \$15,000.00⁴⁵⁴⁶ will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

Suppliers shall be selected based on total cost, which considers delivery, freight costs, prices, quality, life cycles costs, warranty, services, terms and conditions. Awards to other than the low bidder, shall be documented to show the rationale for rejection (i.e. does not meet specifications, delivery and past performance problems).

Tie Bids

Award of all tie quotes/bids shall be made by the District in accordance with Sec. 287.087, F.S., which allows a firm certified as a Drug-Free Workplace to have preference. In the event that both or neither firm is a Drug-Free Workplace, tie quote/bids may be awarded by lot.

Waiver of Irregularities

The Board of Trustees shall have the authority to waive irregularities in any proposal, and/or bid.

Signatures on Contracts

The Community Manager must execute all contracts for on-going and/or routine purchases of goods and services.

The Board of Trustees must approve and the Chair of the Board, or her/his designee,⁴⁷ must execute contracts that exceed one year (1) in duration, including renewal term or that exceed \$15,000.00⁴⁸ in value.

Change Orders or Amendments

Change order means changes, due to unanticipated conditions or developments, made to a contract, which do not substantially alter the character of the work contracted for and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result of the elimination of work not necessary to the satisfactory completion of the contract.

The Community Manager is hereby authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the best interest of the public and which do not materially alter the scope of the work contemplated by the initial contract.

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.
2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.
3. Any change order over 10% costs upon the verbal approval of the Chairman of the Board or next ranking Board member) if the delay in taking the proposed change order to the next available Board meeting would substantially delay the project. The Community Manager shall place the change order on the next available Board meeting agenda for confirmation by the Board in a public meeting.⁴⁹
4. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

The Board of Trustees must formally approve all other change orders before work may be authorized to begin.

Purchase of Computer, Related Equipment and Supplies

Purchase of any IT related product or service will be coordinated through the IT services contract manager for vendor analysis and approval.⁵⁰

Receiving and Approving Goods and Services

It is the responsibility of each department to inspect all goods or services to determine their conformance with the specifications set forth in the purchase agreement.

If goods or services are not acceptable, the department manager take appropriate action and if necessary, notify the Community Manager.

Services Performed on BBRD Property

Vendors performing work on Barefoot Bay Recreation District property, regardless of value of the project or scope of work, are required to:

1. Be properly licensed under existing Federal, State and local laws.
2. Provide a Certificate of Insurance to assure BBRD's insurance provider will not be responsible for any losses in any way arising out of or resulting from the contractor's operations, activities, or services provided to BBRD. Further, contractors must agree to hold harmless and indemnify

Board of Trustees

Meeting Agenda Memo

Date: Friday, January 14, 2022

Title: **Neighborhood Revitalization Program (NRP) Purchase Confirmation 416 Barefoot Blvd.**

Section & Item: 15.F

Department: Resident Relations, DOR

Fiscal Impact: \$14,000.00

Contact: Richard Armington, Resident Relations Manager, John W Coffey, ICMA-CM, Community Manager

Attachments: Executed NRP Chairman Authorization, Recorded Quit Claim Deed 416 Barefoot Blvd. Barefoot Bay FL 32976

Reviewed by

General Counsel: Yes

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Staff recommends the BOT confirms the purchase of 416 Barefoot Blvd. via the Neighborhood Revitalization Program.

Background and Summary Information

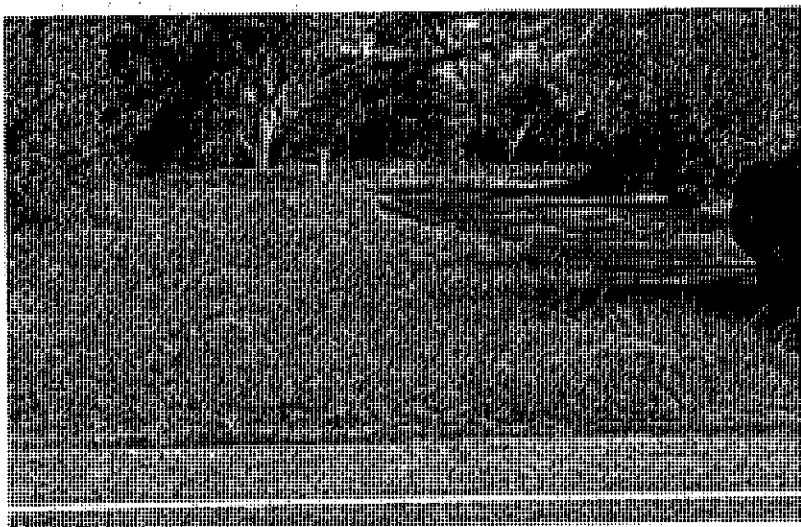
- The Chairman of the NRP BOT Sub-Committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$15,000.00 and not to exceed \$25,000.00 by staff toward the acquisition of a property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.
- The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

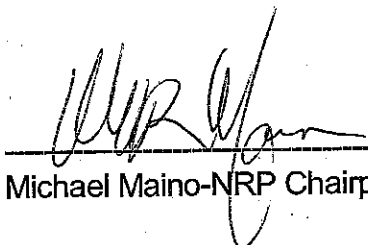
On September 2, 2021, NRP Chairman Maino authorized the purchase of 413 Plover Drive for \$14,000.00. Once a clean title is secured, the property will be listed for sale (of which the proceeds will go back into the NRP project line-item for future use to improve the community via the removal of derelict homes and the sale of the vacant property).



BAREFOOT BAY RECREATION DISTRICT

Address: 416 Barefoot Blvd
Sale Price: \$ 14,000.00




Michael Maino-NRP Chairperson

9-2-21

Physical Address
625 Barefoot Boulevard
Barefoot Bay, FL 32976-7305

(772) 664-3141-Phone
(772) 664-7552-Fax
www.bbzd.org

Billing Address
625 Barefoot Boulevard
Barefoot Bay, FL 32976-7305

PREPARED BY & RETURN TO:
Clifford R. Reppeger, Jr., Esquire
WHITEBIRD, PLLC
2101 Waverly Place, Ste. 100
Melbourne, FL 32901

PARCEL TAX ID # 30-38-10-JT-84.B-18
Actual Consideration: \$14,000.00

QUIT CLAIM DEED

THIS INDENTURE, made this 4th day of December, 2021, between **Cindy Anderson and Colin Flanagan, husband and wife** ("Grantor") whose address is 34283 Bachelor Flat Road, St. Helens, Oregon 97051 and **Barefoot Bay Recreation District** ("Grantee"), whose address is 625 Barefoot Boulevard, Barefoot Bay, FL 32976.

WITNESSETH that the Grantor, for and in consideration of the sum of **TEN AND NO/100THS DOLLARS (\$10.00)**, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, all the right, title, interest, claim, and demand which the said Grantor has in and to the following described property, situate, lying and being in the County of Brevard, State of Florida, to wit:

**LOT 18, BLOCK 84 B, BAREFOOT BAY MOBILE HOME SUBDIVISION,
UNIT TWO, PART 11, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 22, PAGE 116, PUBLIC RECORDS OF
BREVARD COUNTY, FLORIDA.**

Property Address: 416 Barefoot Blvd., Barefoot Bay, FL 32976.

Grantor warrants that the property described herein is not now, nor has it ever been, her primary residence/homestead or that of her spouse or dependent children, if any. Further, the property is not contiguous to her homestead.

TO HAVE AND TO HOLD, the same together with all singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behoof of the said Grantee forever.

SUBJECT TO all encumbrances of any kind whatsoever, including but not limited to: unpaid real estate taxes, any special liens or assessments, comprehensive land use plans, zoning regulations, requirements imposed by any governmental authority, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility or other easements, reservations,

and any other private or public party interests of any kind either recorded or unrecorded against the subject property, including private mortgages or judgment liens.

This deed is being prepared and recorded without a title search. WhiteBird, PLLC and Clifford R. Repperger, Jr., Esq., make no representation as to the status of title.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Cindy Anderson

Cindy Anderson

Colin Flanagan

Colin Flanagan

Signed, sealed and delivered as to all Grantors in the presence of:

Annie Rae Hedge

Witness Signature

Print Witness Name: Annie Rae Hedge

Harry J White Jr

Witness Signature

Print Witness Name: Harry James White, Jr.

STATE OF Oregon
COUNTY OF Yamhill

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 4th day of December, 2021 by Cindy Anderson and Colin Flanagan, who ☐ is personally known to me or ☒ has produced Driver License's as identification.



AFFIX NOTARY STAMP

Signature of Notary Public:

Kristina C. White, Notary Public

Print Notary Name: Kristina C. White, Notary Public

My Commission Expires: 11/25/2022

Commission No.: 981454

This notarial act was an online notarization.



Barefoot Bay Recreation District

625 Barefoot Boulevard, Administration Building
Barefoot Bay, FL 32976-9233

Phone 772-664-3141

Fax 772-664-1928

Memo To: Board of Trustees

From: John W. Coffey, Community Manager, ICMA-CM

Date: January 14, 2022

Subject: Manager's Report

Finance

- **FY22 Assessment Collection Update** – \$3,044,642.92 (gross) or 75.6% of the FY22 Budget has been received as of December 21st (see attached for details).

Resident Relations

ARCC Meeting 12/07/2021

- 9 Consent Items – approved
- 8 Other Items – approved
- 1 Old Business - approved

ARCC Meeting 12/21/2021

- 17 Consent Items – approved
- 9 Other Items - 8 – approved 1 – tabled
- 1 Old Business – approved

ARCC Meeting 01/04/2022

- 17 Consent Items – approved
- 10 Other Items – approved
- 1 Old Business – approved

Next ARCC Meeting

- Is scheduled for January 18th at 9am in the Administration Conference Room

VC Meeting 01/14/2022

- 28 cases to be presented

Next VC Meeting

- Is scheduled for January 28^h at 10am in Bldg. D/E

December Interesting Facts

- 35 Home sales
- 19 Orientations presented
- 29 Residents in attendance

Food & Beverage

- Save these dates for the **4th Annual Barefoot by the Lake Festival** on Friday, February 11th, and Saturday February 12th from 11am -9:30pm. Over 40 artisan and food vendors are attending this year along with a line-up of great free music on the festival stage.
- Tickets are on sale now in the Administration Building for “**Greggie and The Jets**” an Elton John Tribute show to be held on March 25, 2022. Tickets are \$25 with theater style seating and a maximum purchase of 4 seats with a valid badge.
- Tickets will go on sale Wednesday, February 2nd at 9am in Building A for the **50/60s Rock ‘N Roll Doo Wop Dance Show** to be held on April 9 in Building A. Tickets are \$20 with round table seating. Up to 8 tickets may be purchased with a valid badge.

For all shows in the Winter Beats series, the doors, and bar open at 5pm and a food menu is available.

Flyers with all the details are posted.

Property Services

- Replaced the drop ceiling in the new CVO office
- Installed lights and completed electrical install for the CVO office
- Replaced 6 outdoor heaters at the Lounge
- Installed more posts on Hawthorne Dr.
- Completed install of 4 HVAC units Per FY21 and FY22 Budgets
- Cleaned out the gutters at Building A
- Installed bollards at the HVAC units behind 2002 and Holy Cannoli
- Installed 3 pallets of mulch around the common grounds
- Repaired the wheel on the gate at the Beach
- Repaired irrigation heads at the Beach
- Repaired loose post at back gate Pool 1
- Replaced rotten wood at the tennis court with wire mesh to keep out the leaves
- Repaired broken sign on Micco and Brown Rd.
- Temporarily repaired sign at the softball field
- Made electrical repairs to the shed at the softball field
- Repaired well pump at the softball field
- Realigned the access gates at Micco and West RV lots
- Replaced security light at the softball field
- Replaced toilet in the ladies room on #16 Tee
- Removed Christmas decorations on the light poles
- Trimmed various trees around BBRD grounds

Golf-Pro Shop

- Cart Barn Repairs project: awaiting engineering and permitting
- Picnic Area Scoreboard project: in permitting
- January Golf Tournaments (Contact Pro Shop at 664.3174 for details)
 - 15th Sandy LoBello Memorial Veterans Tournament
12:30pm Air Sports Parachute Jumpers will touchdown on the driving range
Benefits: American Legion Post 366 & Veterans Council of BBRD
 - 25th Ladies 18-Holers CTP Tournament
 - 29th Carl Anderson Memorial

General Information

- **Request for Proposals (RFPs)** – The release of two RFPs (one for Pool #3 parking lot paving and one for 19th Hole Kitchen work and two walk in coolers [new exterior unit for 19th Hole and replacement of existing exterior unit at the Lounge]) will be on the January 25th BOT meeting agenda.
- **Building A Renovations Project Update** – As of Friday, January 7th, all work is completed with the exception of reconnecting the fire alarm to the kitchen hood system. Once that final task is completed, the final round of inspections will be requested by the general contractor. A formal ribbon cutting and grand opening ceremony will be scheduled in the future for residents to be able to tour the new facilities.
- **Beach Restroom Project Update** – Due to a change in land use regulations, the pilings (estimated cost of over \$100,000) are no longer required if the new building is relocated approximately 20 feet towards A1A. BBRD's engineers are currently working on the site plan redesign. Once completed, the following steps will be required to complete the project:
 - Submittal and approval of DEP permit
 - Submittal and approval of County site plan amendment
 - Solicitation of a bids for installation of septic tank and drain field system, relocation of utilities, and preparation of building pad (including inspections by Health Department and Brevard County)
 - Delivery of new building
 - Connection of utilities and final inspections
- **Holiday Closure Notice** – The Administration Building and Falcon Drive complex will be closed on Monday, January 17th in observation of Martin Luther King, Jr. Day.
- **FY23-27 Budget Kick-off Townhall Meeting** – The BOT will host a townhall meeting on Tuesday, January 18th at 7pm in Building D/E to hear from the public regarding their requests and priorities for the next five years. Staff should have the CPI number (maximum amount of FY23 assessment increase) at the meeting. Residents may pick up a free paper copy of the meeting agenda which contains a narrative discussion of issues facing BBRD and a list of projects (currently budgeted, planned for funding in future years, nonfunded projects, and new requests) at the Administration Building or download it from www.bbrd.org.

Copy of FY 2022 Assessments Received.xlsx

[illegible]

Actual	4.00%	1.92%
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Budget: \$ 4,025,436.00 3.03% 1.45%

% of Budget Collected: 75.6%

Balance to Collect: \$ 980,793.08

1,187.29 Units Remaining