



COMMUNITY DEVELOPMENT DISTRICT

December 3, 2020

COMMUNITY WORKSHOP AGENDA



**Community Development District
OFFICE OF THE DISTRICT MANAGER**

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (954) 571-0013 • Toll-free: (877) 276-0889

November 25, 2020

Board of Supervisors
Grand Haven Community Development District

Dear Board Members:

The Board of Supervisors of the Grand Haven Community Development District will hold a Virtual Community Workshop on December 3, 2020 at 10:00 a.m., accessible via Zoom video at <https://zoom.us/j/2043596216> or via phone at 1-929-205-6099 followed by Meeting ID 204 359 6216. The agenda is as follows:

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENTS (*3-Minute Rule*)
4. DISCUSSION ITEMS
 - A. District Engineer's Report: Surveys
 - B. Prioritizing Business Items and Capital Projects
 - C. Board of Supervisors Code of Conduct
 - D. Regular Meeting and Community Workshop Efficiencies/Format
 - E. Request for Proposals
 - I. RFP for Amenity Management Services
 - II. RFP for Food and Beverage Operations of the Cafe
 - F. Community Workshop/Regular Meeting Dates
5. UPDATES: Operations Manager [Barry Kloptosky]
6. NEXT BOARD OF SUPERVISORS MEETING DATE
 - December 17, 2020 at 10:00 A.M.

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

○ QUORUM CHECK

Marie Gaeta	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Dr. Merrill Stass-Isern	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Kevin Foley	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Michael Flanagan	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Chip Howden	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

7. SUPERVISORS' REQUESTS

8. ADJOURNMENT

Should you have any questions, please do not hesitate to contact me directly at (904) 386-0186.

Sincerely,



Howard McGaffney
District Manager

FOR VIRTUAL PARTICIPATION:

JOIN ZOOM MEETING: <https://zoom.us/j/2043596216>

MEETING ID: 204 359 6216

OR

VIA PHONE: 1-929-205-6099

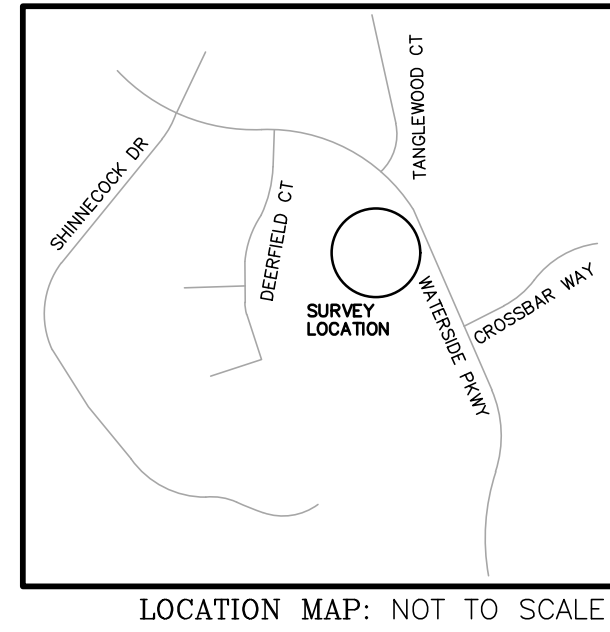
MEETING ID: 204 359 6216



COMMUNITY DEVELOPMENT DISTRICT

4A

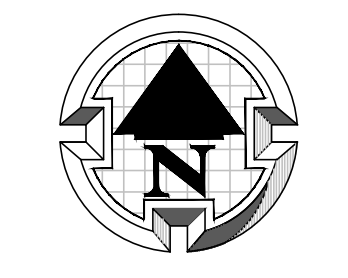
TOPOGRAPHIC SURVEY
A PORTION OF
THE GRAND HAVEN COMMUNITY
PALM COAST, FL 32137
SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST
FLAGLER COUNTY, FLORIDA



- LEGEND:**
- ELEV. ELEVATION
 - INV. INVERT
 - RCP REINFORCED CONCRETE PIPE
 - CI CURB INLET ELEVATION
 - CABLE TELEVISION BOX
 - CURB INLET
 - ⊠ ELECTRIC METER
 - ⊠ ELECTRIC TRANSFORMER
 - ⊠ GENERATOR
 - ⊠ METAL LIGHT POLE
 - ⊠ STORM WATER MANHOLE
 - (SG) STORM GRATE
 - SIGN (AS INDICATED)
 - ⊠ HANDICAP SIGN
 - ⊠ WATER METER
 - FENCE LINES
 - UNDERGROUND STORM WATER LINES

- SURVEYOR'S NOTES:**
1. SURVEY BASED ON MONUMENTATION FOUND AND ACCEPTED AND ON FIELD WORK PERFORMED ON 10-28-2020 AS PER CONTRACT SCOPE OF SERVICES.
 2. VERTICAL DATUM IS BASED ON NAVD88 AS ESTABLISHED BY NGS VERTICAL BENCHMARK "HENDERSON RM 2" USING TRIMBLE "VRS NOW" GPS SURVEY NETWORK.
 3. THE DIGITAL SIGNATURE AND SEAL AS SHOWN ON THIS SURVEY ARE ONLY VALID FOR THIS ELECTRONIC PDF SURVEY FILE.
 4. THE PRINTED SURVEY AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 5. UNLESS NOTED, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED FOR THIS SURVEY.
 6. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
 7. NORTH ARROW IS BASED ON BEARING STRUCTURE.
 8. CERTIFICATION IS NOT TRANSFERABLE.
 9. THE PURPOSE OF THIS SURVEY IS TO SHOW TOPOGRAPHIC INFORMATION AND IMPROVEMENTS.
 10. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
 11. COPIES AND ELECTRONIC FILES OF THIS SURVEY ARE ONLY AVAILABLE TO THE CLIENT FOR 90 DAYS FROM THE DATE OF SIGNATURE. AFTER 90 DAYS, A MINIMUM FEE OF 50% OF THE ORIGINAL SURVEY COST WILL BE ASSESSED.
 12. THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

- (SG-1)
GRATE = 11.66'
N. INV. = 7.31' (24"RCP)
S. INV. = 7.29' (24"RCP)
- (SG-2)
GRATE = 11.65'
S. INV. = 7.30' (24"RCP)
W. INV. = 7.56' (24"RCP)
- (SG-3)
GRATE = 11.55'
E. INV. = 7.60' (24"RCP)
- (SG-4)
GRATE = 9.60'
NE. INV. = 6.43' (18"RCP)
SW. INV. = 7.60' (18"RCP)
- (MST-1)
LID = 11.90'
SW. INV. = 7.60' (18"RCP)



SCALE: 1" = 20'
 DEREN LAND SURVEYING
 "ACCURACY COUNTS - KNOW YOUR BOUNDARIES"

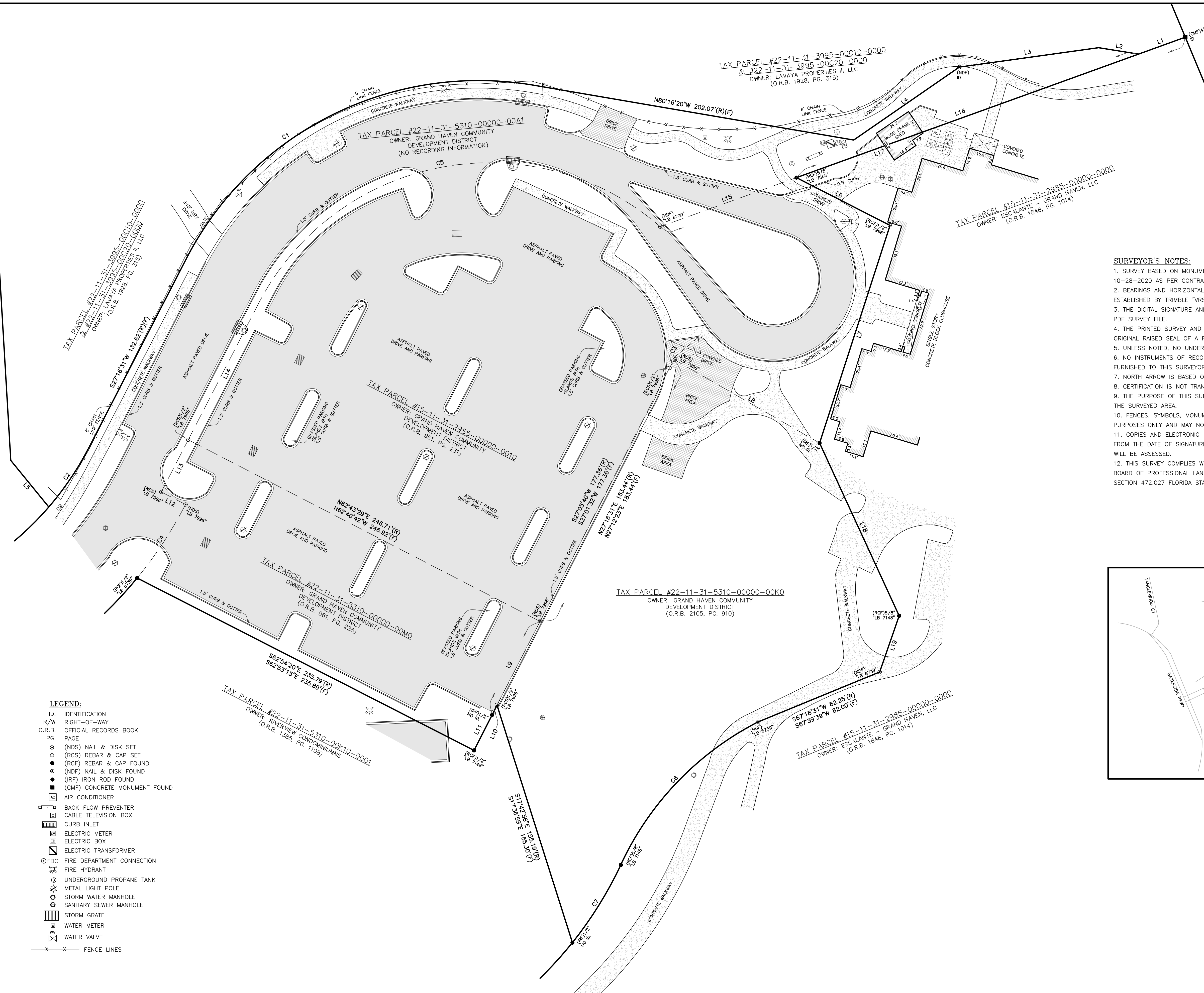
SCALE: 1" = 20' BAR IS ONE INCH ON ORIGINAL DRAWING 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	DATE OF FIELD WORK: 10-28-2020 PAGE 1 OF 1 DATE: 11-10-2020 DRAWN BY: GUY FIELD BOOK: 413/18-30		DAVID M. DEREN P.S.M. 4605 N.W. 6TH STREET, SUITE H GAINESVILLE, FLORIDA 32609 PHONE: (352) 331-0010 PHONE: (352) 336-3363 FAX: (352) 336-1084 DERENLANDSURVEYING.COM	
COPYRIGHT © DEREN LAND SURVEYING, LLC. LB No. 7996		JOB NO. 20303 ACAD FILE: 20303-LOC2		

SPECIFIC PURPOSE SURVEY

A PORTION OF THE GRAND HAVEN COMMUNITY

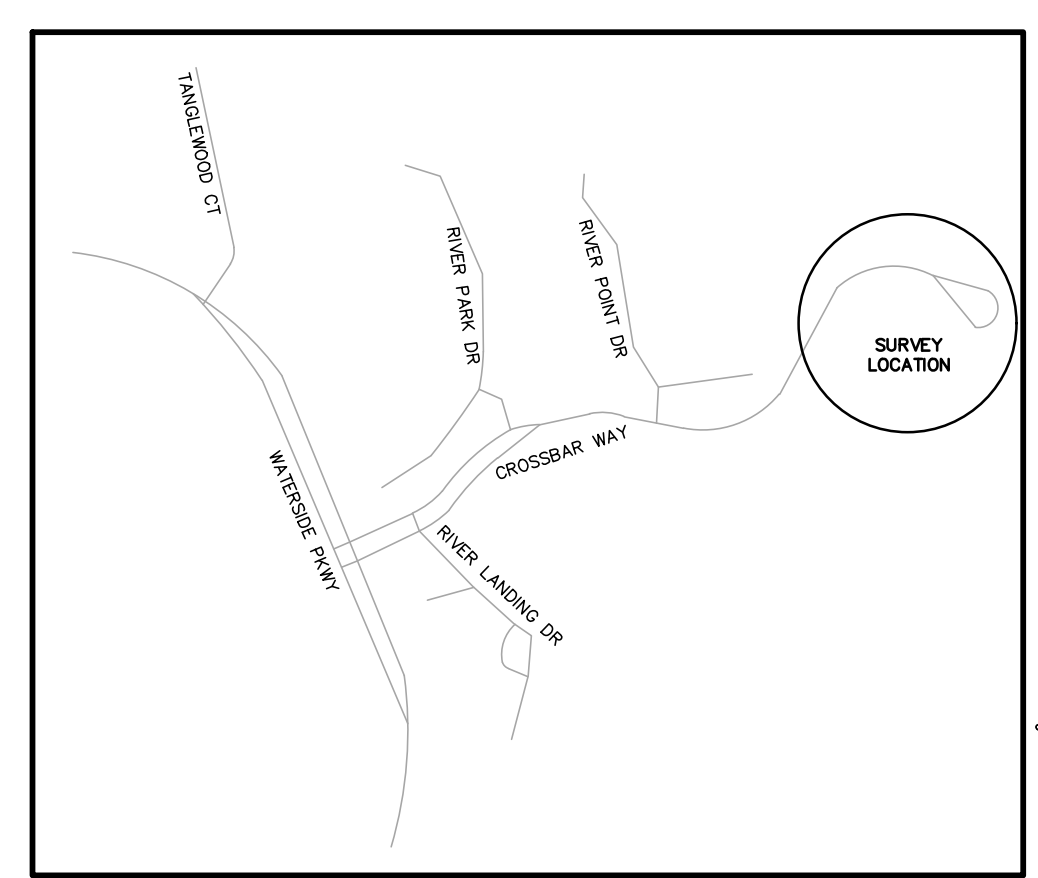
PALM COAST, FL 32137

SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA



SURVEYOR'S NOTES:

1. SURVEY BASED ON MONUMENTATION FOUND AND ACCEPTED AND ON FIELD WORK PERFORMED ON 10-28-2020 AS PER CONTRACT SCOPE OF SERVICES.
2. BEARINGS AND HORIZONTAL DATUM ARE BASED ON NAD83, FLORIDA STATE PLANE, EAST ZONE, AS ESTABLISHED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK.
3. THE DIGITAL SIGNATURE AND SEAL AS SHOWN ON THIS SURVEY ARE ONLY VALID FOR THIS ELECTRONIC PDF SURVEY FILE.
4. THE PRINTED SURVEY AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
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6. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
7. NORTH ARROW IS BASED ON BEARING STRUCTURE.
8. CERTIFICATION IS NOT TRANSFERABLE.
9. THE PURPOSE OF THIS SURVEY IS TO SHOW PROPERTY LINE INFORMATION AND IMPROVEMENTS WITHIN THE SURVEYED AREA.
10. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
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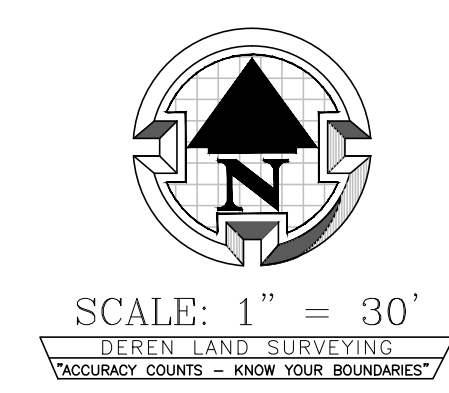


LOCATION MAP: NOT TO SCALE

LINE TABLE	
LINE #	LINE BEARING AND DISTANCE
L1	S70°07'55"W 30.99'(R) S70°08'32"W 30.99'(F)
L2	N81°29'47"W 25.19'(R) N80°50'46"W 25.19'(F)
L3	S82°15'02"W 87.71'(R) S82°03'54"W 87.71'(F)
L4	S55°21'18"W 80.04'(R)(F)
L5	N39°14'22"W 37.47'(R)(F)
L6	S62°55'20"E 65.51'(R) S62°55'13"E 65.51'(F)
L7	S17°50'05"W 142.66'(R) S17°55'26"W 142.66'(F)
L8	S60°02'11"E 104.17'(R) S60°08'06"E 104.17'(F)
L9	N27°16'31"E 65.50'(R) N27°12'23"E 65.50'(F)
L10	N27°16'29"E 6.72'(R) N27°12'23"E 6.72'(F)
L11	N26°37'20"E 25.00'(R) N27°02'29"E 24.87'(F)
L12	N62°43'29"W 17.00'(R) N62°43'23"W 17.00'(F)
L13	N27°16'31"E 36.67'(R) N27°16'50"E 36.67'(F)
L14	S27°16'31"E 95.68'(R) S27°16'32"W 95.68'(F)
L15	N70°07'55"E 90.08'(R) N70°10'27"E 90.24'(F)
L16	S70°07'55"W 226.93'(R) S70°08'32"W 226.74'(F)
L17	S70°07'55"W 348.00'(R) S70°09'02"W 347.98'(F)
L18	S24°42'21"E 118.41'(R) S24°43'33"E 118.60'(F)
L19	S19°04'14"W 37.00'(R) S19°05'02"W 37.10'(F)

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING AND DISTANCE
C1	259.23'(R)	205.00'(R)	72°27'09"(R)	S63°30'05"W 242.30'(R)
	259.23'(F)	205.00'(F)	72°27'09"(F)	S63°30'05"W 242.30'(F)
C2	44.68'(R)	190.00'(R)	13°30'14"(R)	S34°01'38"W 44.68'(R)
	44.78'(F)	190.00'(F)	13°30'17"(F)	S34°01'38"W 44.68'(F)
C3	6.10'(R)	90.00'(R)	03°53'10"(F)	S32°32'09"W 6.10'(R)
	6.10'(F)	90.00'(F)	03°53'10"(F)	S32°28'05"W 6.10'(F)
C4	54.98'(R)	260.00'(R)	12°06'56"(R)	N33°19'59"E 54.88'(R)
	54.98'(F)	260.00'(F)	12°06'54"(F)	N33°19'38"E 54.87'(F)
C5	293.43'(R)	162.00'(R)	103°46'50"(R)	N79°09'56"W 254.93'(R)
	293.45'(F)	162.00'(F)	103°47'09"(F)	N79°10'57"E 254.94'(F)
C6	125.42'(R)	189.94'(R)	37°49'57"(R)	S43°56'38"W 123.15'(R)
	125.84'(F)	189.94'(F)	37°57'37"(F)	S43°48'59"W 123.55'(F)
C7	57.21'(R)	243.16'(R)	13°28'52"(F)	S31°54'37"W 57.08'(F)
	57.21'(F)	243.16'(F)	13°28'52"(F)	S31°54'37"W 57.08'(F)

- LEGEND:**
- ID. IDENTIFICATION
 - R/W RIGHT-OF-WAY
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.C. PAGE
 - (NDS) NAIL & DISK SET
 - (RCS) REBAR & CAP SET
 - (RCF) REBAR & CAP FOUND
 - (NDF) NAIL & DISK FOUND
 - (IRF) IRON ROD FOUND
 - (CMF) CONCRETE MONUMENT FOUND
 - AIR CONDITIONER
 - BACK FLOW PREVENTER
 - CABLE TELEVISION BOX
 - CURB INLET
 - ELECTRIC METER
 - ELECTRIC BOX
 - ELECTRIC TRANSFORMER
 - FIRE DEPARTMENT CONNECTION
 - FIRE HYDRANT
 - UNDERGROUND PROPANE TANK
 - METAL LIGHT POLE
 - STORM WATER MANHOLE
 - SANITARY SEWER MANHOLE
 - STORM GRATE
 - WATER METER
 - WATER VALVE
 - FENCE LINES



CERTIFY SURVEY TO:
DRMP, INC.

SCALE: 1" = 30'
PAGE 1 OF 1
BAR IS ONE INCH ON ORIGINAL DRAWING
DATE: 11-16-2020
DRAWN BY: GUY
FIELD BOOK: 413/18-30
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROFESSIONAL SURVEYOR & MAPPER FLA.CERT. 6946

DAVID M. DEREN P.S.M.
4605 N.W. 6TH STREET, SUITE H
GAINESVILLE, FLORIDA 32609

PHONE: (352) 331-0010
PHONE: (352) 336-3363
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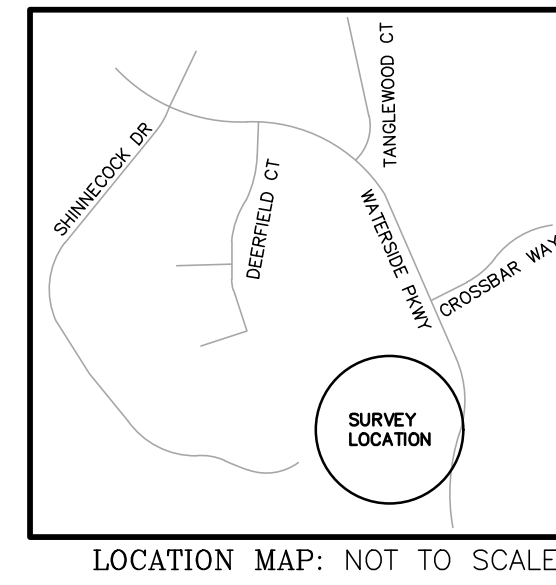
STATE OF FLORIDA
LICENSE NO. 6946

JOB NO. 20303
ACAD FILE: 20303-LOC3

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TOPOGRAPHIC SURVEY
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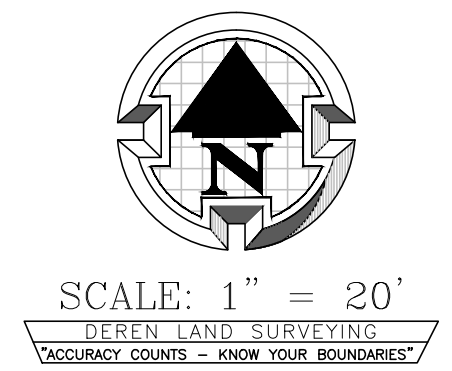


- LEGEND:**
- ELEV. ELEVATION
 - INV. INVERT
 - RCP REINFORCED CONCRETE PIPE
 - CI CURB INLET OPENING
 - CURB INLET
 - COLUMNS
 - ELECTRIC BOX
 - ELECTRIC HANDHOLE
 - IRRIGATION VALVE
 - METAL LIGHT POLE
 - (MST) STORM WATER MANHOLE
 - (SG) STORM GRATE
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- (MST-1)
LID = 12.12'
NW. INV. = 5.02'
SE. INV. = 3.42'
(FULL OF WATER
UNABLE TO DETERMINE
PIPE SIZE AND TYPE)
- (SG-1)
GRATE = 11.75'
SE. INV. = 5.35'
NE. INV. = 5.35'
(FULL OF WATER
UNABLE TO DETERMINE
PIPE SIZE AND TYPE)
- (SG-2)
GRATE = 12.38'
NE. INV. = 5.23'
SW. INV. = 4.98'
(FULL OF WATER
UNABLE TO DETERMINE
PIPE SIZE AND TYPE)
- (SG-3)
GRATE = 12.68'
SW. INV. = 5.58'
N. INV. = 5.68'
(FULL OF WATER
UNABLE TO DETERMINE
PIPE SIZE AND TYPE)
- (SG-4)
GRATE = 11.54'
NE. INV. = 7.86' (18"RCP)
- (SG-5)
GRATE = 11.58'
N. INV. = 7.78' (15"RCP)
SW. INV. = 7.43' (18"RCP)
- (SG-6)
GRATE = 11.50'
SW. INV. = 7.65' (15"RCP)



CERTIFY SURVEY TO:
DRMP, INC.

SCALE: 1" = 20'
 BAR IS ONE INCH ON ORIGINAL DRAWING
 0 1"
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PAGE 1 OF 2
 DATE: 11-11-2020
 DRAWN BY: GUY
 FIELD BOOK: 413/18-30

PROFESSIONAL SURVEYOR & MAPPER FLA.CERT. 6946

NO. 6946
 STATE OF FLORIDA
 LICENSED SURVEYOR

JOB NO. 20303
 ACAD FILE: 20303-LOC4

DAVID M. DEREN P.S.M.
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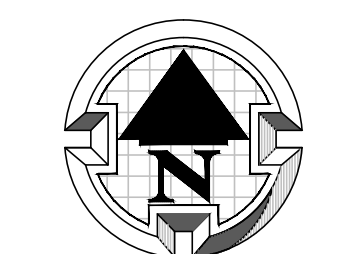
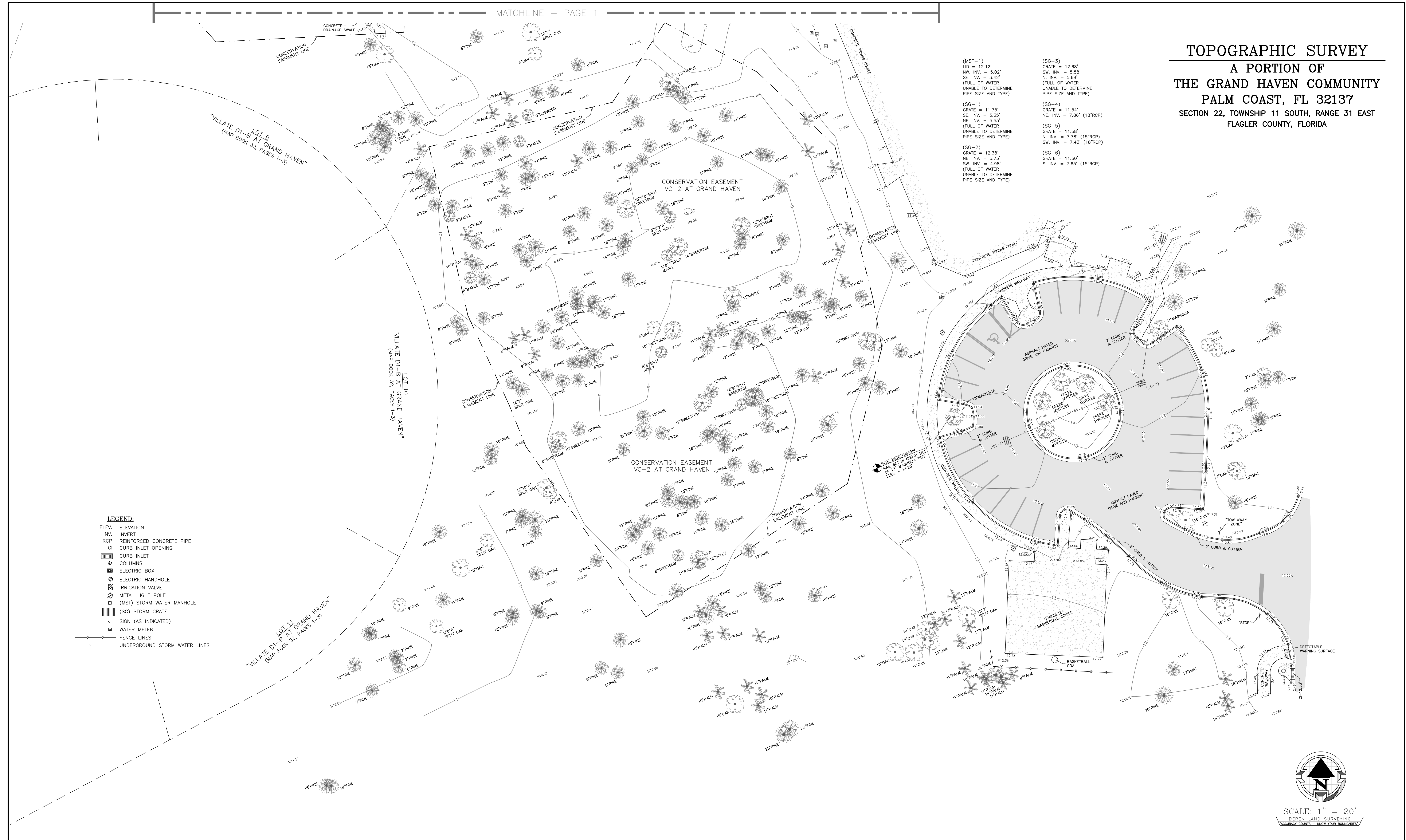
DATE OF FIELD WORK: 10-28-2020

MATCHLINE - PAGE 2

TOPOGRAPHIC SURVEY
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SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST
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 LID = 12.12'
 NW. INV. = 5.02'
 SE. INV. = 3.42'
 (FULL OF WATER
 UNABLE TO DETERMINE
 PIPE SIZE AND TYPE)
- (SG-1)
 GRATE = 11.75'
 SE. INV. = 5.35'
 NE. INV. = 5.55'
 (FULL OF WATER
 UNABLE TO DETERMINE
 PIPE SIZE AND TYPE)
- (SG-2)
 GRATE = 12.38'
 NE. INV. = 5.73'
 SW. INV. = 4.98'
 (FULL OF WATER
 UNABLE TO DETERMINE
 PIPE SIZE AND TYPE)
- (SG-3)
 GRATE = 12.68'
 SW. INV. = 5.58'
 N. INV. = 5.68'
 (FULL OF WATER
 UNABLE TO DETERMINE
 PIPE SIZE AND TYPE)
- (SG-4)
 GRATE = 11.54'
 NE. INV. = 7.86' (18"RCP)
- (SG-5)
 GRATE = 11.58'
 N. INV. = 7.78' (15"RCP)
 SW. INV. = 7.43' (18"RCP)
- (SG-6)
 GRATE = 11.50'
 S. INV. = 7.65' (15"RCP)

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SCALE: 1" = 20'
 GREEN LAND SURVEYING
 ACCURACY COUNTS - KNOW YOUR BOUNDARIES

SCALE: 1" = 20' BAR IS ONE INCH ON ORIGINAL DRAWING 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	PAGE 2 OF 2 DATE: 11-11-2020 DRAWN BY: GUY FIELD BOOK: 413/18-30 COPYRIGHT © DEREN LAND SURVEYING, LLC. LB No. 7996	PROFESSIONAL SURVEYOR & MAPPER FLA.CERT. 6946 JOB NO. 20303 ACAD FILE: 20303-LOC4	DAVID M. DEREN P.S.M. 4605 N.W. 6TH STREET, SUITE H GAINESVILLE, FLORIDA 32609 PHONE: (352) 331-0010 PHONE: (352) 336-3363 FAX: (352) 336-1084 DERENLANDSURVEYING.COM	DEREN LAND SURVEYING
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COMMUNITY DEVELOPMENT DISTRICT

4B

OPEN ITEMS

- A. 9th Green Park Plan
- B. Café Renovation
- C. Updated Comprehensive CEMP Vol. 1
- D. Long Range Capital Planning
- E. Future Facility Planning
- F. Cell Phone Gate Access
- G. Long Range Parking Plan - Village Center
- H. Croquet Court Planning - Creekside/Village Center
- I. Assistant Operations Manager

GOAL SETTING OCTOBER WORKSHOP

SUGGESTED PROCESS

EACH SUPERVISOR WILL BRIEFLY (ABOUT 3 MIN/GOAL) TALK ABOUT HIS/HER TOP TWO GOALS

IF A PREVIOUS SUPERVISOR HAS TALKED TO ONE OF YOUR GOALS YOU MAY:

RE-EMPHASIS THAT GOAL

OR TALK TO YOUR THIRD GOAL

IF TIME PERMITS WE CAN EITHER

LOOP BACK AND DO ONE MORE GOAL PER SUPERVISOR

OR HAVE A GENERAL DISCUSSION

Why is Board goal setting important?

If the Board does not define their goals for 2021, 2022, 2023 ...etc. then the staff has no defined goals.

Therefore, the Staff adopts assumed goals based upon other Board actions.

What the staff sees/assumes:

Board gives Staff a Budget.

Board adopts an un-prioritized list of capital projects with no timelines and generally no confirmed cost estimates – but reserves approval for cost estimates.

Board knows aging infrastructure problems are increasing and disrupt planned maintenance and major projects.

No communication to residents of plan or status.

Board directs – go get it done and report back.

Optimum possible result:

Budget will be met

Infrastructural failures will delay planned projects and scheduled preventive maintenance.

Board will be frustrated.

Residents will complain about what they see not getting done.

That is why the first thing a Board must do is setting goals.

**Short Term Goals Recommended to the New GHCDD BOS by
Retiring Long Term (13 Years) Board Member and Chairman,
Dr. Stephen J. Davidson**

ASSESSMENTS

1. Maintain no more than a 2-3% COLA yearly increase in assessments.
DM and CDD Board will pledge to develop yearly budgets adhering to this goal.
All residents of all GH Villages will hold BOS accountable to this pledge.
Will increase desirability of community, enhances property values.

BUDGET FOR THE BENEFIT OF ALL

2. Develop yearly budgets and related spending for the general benefit of all resident.,
Emphasis on Operations, Maintenance and Repair of aging infrastructure.
All residents of all GH Villages will hold BOS accountable for equitable distribution of
maintenance, repairs and projects. Will increase desirability of community, enhances
property values.

NO SPECIAL ASSESSMENTS, BOND DEBT

3. Eliminate any possibility of any new Special Assessments/Third Party Debt obligations for
new "Special Interest" projects benefitting a limited number of residents. Will increase
desirability of community, enhances property values.

CODE OF CONDUCT

4. Conduct all interactions with other Board members, staff, and District contractors in a
courteous, professional. and legal manner. All Supervisors pledge to and sign and updated
GHCDD BOS Code of Conduct and to honor the State of Florida Sunshine Laws.

INFECTION CONTROL MITIGATION

5. Protect residents, staff by adhering to all infectious disease mitigation protocols.
Inspect, maintain and utilize all a/c air handler ventilation and hard surface disinfection
equipment and supplies. Facilitators and staff to provide these services under direct
supervision and quality control by Operations and Amenity Managers.

PURSUE OUTSIDE FUNDING SOURCES

6. Continue identification and pursuit of outside funding sources.
Appoint Board Grant/Funding Liaison to County, City, and other outside funding sources.

PURSUE AVAILABLE FREE CONSULTING SERVICES

7. Continue to identify state/local organizations, universities and agencies (U of F, Coop. Ext., etc.) available to provide free scientific and unbiased expertise on District special projects/areas of concern. Reduce reliance on expensive "Paid consultants" with predetermined points of view(things to sell, etc.)

UPDATE ACCESS CONTROL SYSTEMS

8. Update Gate Access Control Systems. Add new technologies to include secure cell phone activation of gates, communications with guards.

CREATE LEGALLY AUTHORIZED INTERACTIVE RESIDENT DATABASE

9. Develop online secure but legal interactive resident community information guide to include voluntary and self updateable resident contact information directory. DM, DC, AM to coordinate selection and implementation based on legal review and authorization by DC.

EXPAND VEHICULAR PARKING AT THE VILLAGE CENTER AMENITY COMPLEX

10. Develop final plan and construct additional parking area at Village Center. OM, DE, HC, DC, AM to coordinate input to project. Relieves lack of parking for expanded amenity facilities at the V.C.

DEVELOP VILLAGE CENTER CROSWALK SAFETY PLAN

11. Develop safety plan for V.C./Waterside Parkway crosswalk safety. Investigate pedestrian hand held flags with bins on both sides of crosswalks. OM, DE, DC, Am to coordinate input to project.

DEVELOP NATIONALLY RECOGNIZED AUDUBON SOCIETY BIRDING TRAIL

12. Develop Birding Trail for enjoyment of residents and National Audubon Society recognition. OM, HC, De and DC to develop and seek national Audubon Society recognition. Will increase desirability of community, enhance property values.

Goal #1:

The board will produce a comprehensive long-term plan consistent with our vision statement that shows annual assessments driven by OM budget projections together with CIP's to include reserve study and other projects approved by the board.

The plan will be a WIP with monthly updates and a plan finalization date of 12/31/21. The plan will be reviewed annually and serve as the basis for annual budgets.

The benefit of this plan will be to provide some certainty to residents about needed assessments over the next 3 years and, at least directionally certain needs, for 7 years thereafter.

Goal #2:

Develop and implement an oak tree management plan aimed at reducing the increasingly costly work to repair damage to CDD sidewalks, gutters and roads.

A resident group will be formed to study the issue with tree experts, other community representatives and experienced contractors to complete a list of alternative strategies, costs and payment sources by 4/30/2021. A budget may be necessary to cover some costs of consultants. A supervisor will be assigned to the group.

This will serve to finalize a long-term solution to this very real issue that has the potential to negatively affect real estate values.

Goal #3:

Develop an OM organization plan aimed at providing sufficient human resources including additional management for completion of all scheduled maintenance (schedule needed) and emergency maintenance that may have become normal as assets continue to depreciate.

OM and DM to provide a plan/request for resources with associated cost estimates by 3/31/21.

This plan will show the board the anticipated costs of the first few years of the LT plan and give the board the ability to adjust the LT plan or proceed with the OM resource request.

Goal #4:

Develop specific and measurable performance goals and accountabilities for OM and the board by 3/31/21.

DM and OM will be tasked to develop a maintenance and project work schedule that is time sensitive, measurable and periodically provided to the board. Additionally, the DM will assign some specific and measurable accountabilities to the broader responsibilities in the annual evaluation.

Board accountability will be to the residents and will be achieved by writing a letter to residents explaining our views and goals to be followed up by a YE self-assessment letter to the residents.

Goal #5:

Develop a plan for parcel K; the only 1+ acre lot that could be developed into outdoor or indoor use.

A resident group including one supervisor will engage to research the short- and long-term needs/desires of the community for such things as office and amenities that satisfy existing and longer-term needs for keeping GH competitive. A budget may be necessary for consulting costs. A target date for finalization will be established later as the complexity of this effort includes such things as rationalization of existing building use, office space, parking and amenities.

Goal #6:

Develop a general plan including estimated cost to renovate and possibly expand the café. This may include also include an expansion of the kitchen with new equipment.

OM and DM with the assistance of amenity management will put a proposal(s) together by 6/30/2021.

This will provide a sorely needed 1st rehab to the café that is 20+ years old so that residents can enjoy a new setting and be served faster.

Goal #7:

Develop and implement motorized vehicle safety strategies aimed at speed control particularly as it affects pedestrian and bicyclist safety.

A resident group will consider alternatives and report back to the board by 3/31/20.

This will greatly enhance the safety of pedestrians and bicyclists who have been threatened by car and truck drivers.

Goal #8:

Establish an annual performance appraisal schedule for each major contractor that will address not only contract specifics but, in some cases, resident user feedback.

OM and DM will develop a written template of contract terms & responsibilities for board review by 4/30/2021. Contractors to be assessed will include amenity & café management, landscape, pond management, district management, horticulture, engineering and security.

This new assessment process will provide identification of any weaknesses that should be addressed and corrected before having to resort to an RFP.

Goal #9:

Develop a landscape project plan to cover a 5-year span showing needed and desired common area work that remediate some areas (vines, dead plant material etc.) and enhance other areas with attractive and economically viable low-maintenance plantings.

OM and horticulturist to provide the plan by 6/30/21.

This plan will be made part of the overall long-term plan and aimed at keeping GH fresh and attractive helping to maintain/increase real estate values.

Goal #10:

Reduce board meeting times to 2 hours from the current 4+ norm. Achievement of the goal will be partly dependent on providing for fewer in-person AM & OM meetings and more written reports done in a template focused on contract and maintenance progress to plan.

DM will provide examples from other districts and suggestions to achieve this by 3/31/21.

Achievement of this goal may reduce some costs but will also focus the BOS on policy matters and not management concerns. It will also serve to make board positions more attractive and make meetings more “resident friendly”.

GH CDD Goal Setting Sept. 2020

Supv. Howden

Goals are prioritized by date with the consideration of Board changes in Nov. 2020 and inter dependency among several of the goals.

1. Shorten GH CDD Board meeting time on some agenda items.

Beginning with the January 2021 Board Meetings all Agenda packets will contain written reports and proposals with associated cost for all items on the Agenda and additional verbal reports will only be made in cases of significant changes, urgently needed information or in response to Board requests.

This will allow the Board to make timely informed decisions and put more focus on in-depth future planning for the benefit of the District.

2. Re-write, issue and evaluate responses for the RFP for Amenity services.

Final action by the GH CDD Board at the Feb. 2021 Regular Board Meeting.

This will allow all parties to agree on acceptable operations of the Amenities that provide high quality service to Grand Haven residents.

3. Establish and institute a revision to the financial and budget reporting format for the GH CDD.

District Manager to present to GH CDD Board at the March 2021 Regular Board Meeting.

This will clearly identify funds budgeted, in process and finalized for operations and capital project and identify operational contributions to capital projects, facilitate Board decisions in current spending and future budgeting, providing better understanding by residents and Board control of finances.

4. Approval of a 3-5 Year Capital Plan for GH CDD including current reserve study findings.

Adoption by GH CDD Board at the May 2021 Regular Meeting.

Will facilitate future budgeting and provide the current and potential future residents an understanding of the direction of the district.

5. Implement a clearly defined Resident Communications Program defined by subject area and utilizing written, electronic and verbal messaging by all involved parties.

Process will begin by Aug. 1 2021.

This will help residents understand availability and sources of services. Also, this will allow for understanding of rules governing operations, future plans, and GH CDD Board decisions, reducing time spent by staff and others responding to questions and providing staff more time to accomplish required tasks

6. Determine appropriate staffing design for the District.

Design and initial implementation approval By GH CDD Board at the Aug. 2021 Regular Board Meeting.

This will identify internal staff needs verses contractual needs so appropriate planning, task assignment and budgeting can be accomplished. This will enhance stewardship.

7. Identify timing and process needs for maintenance and, if needed, improvements to the Districts storm water control system.

Complete report including timeline for action proposals with projected cost by District Engineer at a Dec. 2021 Board Meeting.

This will identify protentional issues with possible silting, erosion, vegetation, aquatic life, etc. It will enumerate projects needed for continued proper operation, compliance, community aesthetics and quality of life and identify future financial planning needs.

CDD GOAL SETTING 2020
SUPERVISOR: RAY SMITH

1. Efficient meetings:
 - a. By December 21, 2020 the BOS will instruct the District Manager to moderate/run all CDD meetings and workshops for the following 12 months for the purpose of streamlining and focusing the meetings on CDD goals.
2. CDD staff organization and staffing levels
 - a. The District Mgr. and the CDD Ops Mgr. will recommend GH CDD staff organizational structure and staffing levels required to meet CDD goals. Recommendations should be semi-annually given the significant changes possible caused by other goals.
3. Resident communications program
 - a. The BOS will provide by January 21, 2021 the conceptual framework and functional requirements for a resident communications program to the CDD Ops Mgr.
 - b. The CDD Ops Mgr. will present to the BOS by March 4, 2021 a detailed implementation plan satisfying the defined framework and functionality along with a schedule and costs requesting approval to implement.
4. Long term facilities and service plan
 - a. Using resident committees and/or outside consultants as needed, the BOS will conduct a resident opinion survey by March 31, 2021 to determine needs, wants, assessment expectations, mandatory Do's and Do not's etc.
 - b. By May 20, 2021 BOS will formulate a conceptual long term plan and distribute it to residents for feedback.
 - c. By July 8, 2021 BOS will have revised the conceptual plan and will give it to the CDD Ops Mgr.
 - d. Using outside A&E support the CDD Ops Mgr. will develop cost estimates to implement the plan by September 16, 2021.
 - e. The District Manager will present to the BOS by October 21, 2021 a discounted cash flow analysis using the Reserve Model to estimate the plan's assessment impact.

- f. The BOS will distribute to residents by December 21, 2021 the revised plan with time line and assessment estimates for review and comment.
5. Perimeter security
- a. The District Manager will obtain agreement December 31, 2022 from Flagler County for GH CDD to obtain ownership or exclusive right to maintain and landscape the GH perimeter fence thus allow the CDD to continue an aesthetically pleasing exterior and provide security to residents in the future.
6. Social reinforcement of responsible driving. CDD has no police powers –be inventive
- a. By June 17, 2021 the District Mgr. will arrange educational sessions for the CDD concerning alternative methods to lessen speeding on Waterside Parkway and other major thoroughfares within Grand Haven used in other communities and situations without policing authority.
7. Ponds
- a. By early 2022-3 BOS will declare Ponds a strategic issue and authorize:
 - i. Formation of committees to investigate remedies for:
 - 1. Chronic algae blooms
 - 2. Bank erosion
 - 3. Hard wall bank deterioration
 - 4. Pond dredging – great big bucks.
 - b. By mid-2022-3 the District Mgr., using GH residents and outside consultants, will arrange educational sessions for the CDD concerning alternative methods to address these issues.
 - c. Prior to 2022-3 continue current policies – there is no current solution most of this.
8. Intergovernmental relationships
- a. The District Manager will establish strong personal working relationships with leaders and key staff members of local governing agencies such as Flagler County, City of Palm Coast and SJWMD. The District Manager will report status to the BOS semi-annually.

TOPIC	DAVIDSON	FOLEY	HOWDEN	GAETA	SMITH
LONG RANGE PLAN USING RESERVE MODEL TO ESTIMATE FUTURE ASSESSMENTS	X	X	X		X
BOARD EFFECIENCY		X	X		X
RESIDENT COMMUNICATIONS PROGRAM		X	X		X
CDD STAFF ORGANIZATION INSIDE VS OUTSIDE WORK SCOPE APPROPRIATE STAFFING LEVEL		X	X		X
ACCESS CONTROL USING CURRENT TECHNOLOGY	X				X
VEHICLE SPEED CONTROL		X			X
PERFORANCE GOALS FOR BOARD AND STAFF		X			X

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
FY 2020/2021 CAPITAL IMPROVEMENT PLAN
EXHIBIT 4
Updated 08/06/2020**

Item	Status	Priority	Description	Location	Budgeted Cost	Approved Cost	Actual Cost	Invoiced Amount
1		C	Concrete Curbing Repair Allowance - CDD Property	Roads	60,770			
2		RES	Finish, Rubber Tile Floor - Clubhouse (CAC) Gym	Creekside	8,547			
3		R	Shower Rooms Renovation Allowance - Clubhouse (VC) Locker Rm's	Village Center	212,180			
4		C	Boardwalk, Wood Deck & Railing - Esplanade (Golf Club)	Esplanade	29,343			
5		C	Boardwalk, Wood Deck & Railing - Esplanade (Jasmine)	Esplanade	33,606			
6		C	Boardwalk, Wood Deck & Railing - Esplanade (Waterview)	Esplanade	59,980			
7		C	Boardwalk, Wood Deck & Railing - Wild Oaks Park	Wild Oaks	28,841			
8		R	Croquet Court Expansion - 1 x cost to construct	Creekside	124,630			
9		R	Pickleball Expansion - 1 x cost to construct 1 court	Village Center	65,000			
10		C	Debris Clean Up Allowance - Tract H	Wild Oaks	25,750			
11		E	Shelter Fabric, Recover - Wild Oaks Park	Wild Oaks	7,725			
12		E	Spa Equipment, Heater, Gas - CAC	Creekside	9,270			
13		RES	Signage, HD Foam - Decorative Directional Street Signs	Roads	3,708			
14		RES	Fitness, Cardio, Elliptical Cross-Trainer - CAC	Creekside	13,608			
15		RES	Fitness, Cardio, Recumbent Bike - CAC	Creekside	7,626			
16		RES	Fitness, Cardio, Treadmill - CAC	Creekside	16,689			
17		RES	Fitness, Weight Bench - CAC	Creekside	1,702			
18		RES	Fitness, Cardio, Elliptical Cross-Trainer - VC	Village Center	20,413			
19		RES	Fitness, Cardio, Stationary Bike - VC	Village Center	7,031			
20		RES	Fitness, Cardio, Treadmill - VC	Village Center	16,689			
21		RES	Furnishings Allowance - Grand Haven Rm VC	Village Center	20,600			
22		RES	Restaurant, Convection Oven, Dbl - Cafe Kitchen VC	Village Center	10,615			
23		RES	Restaurant, Glass Washer - Cafe Bar VC	Village Center	4,777			
24		RES	Restaurant, Ice Bin w/Bottle Well - Cafe Bar VC	Village Center	2,706			
25		RES	Restaurant, Ice Machine - Cafe Kitchen VC	Village Center	6,076			
26		C	Parking Lot Expansion - 1x cost to construct	Village Center	199,820			
27		C	Wildfire Mitigation	District-wide	30,000			
Total capital projects for FY2021					\$ 1,027,702	\$ -	\$ -	\$ -

STATUS

- To be Scheduled
- Pending Board Approval
- Proposals Pending
- Started
- Completed

PRIORITY

- C Critical
- E Essential
- R Request
- RES Reserver Study

Outlook	Net Assessment	Planned Capital Projects	Projected (use)/gain of Fund Balance	Projected Ending CIP Fund Balance
FY2021	\$ 1,027,702	\$ 1,027,702	\$ (160,000)	\$ 940,000
FY2022	\$ 932,702	\$ 841,070	\$ 91,632	\$ 1,031,632
FY2023	\$ 932,702	\$ 950,032	\$ (17,330)	\$ 1,014,302
FY2024	\$ 932,702	\$ 939,507	\$ (6,805)	\$ 1,007,497
FY2025	\$ 932,702	\$ 784,645	\$ 148,057	\$ 1,155,554

Average 5 year CIP outlook \$ 951,702 \$ 908,591 \$ 55,554



COMMUNITY DEVELOPMENT DISTRICT

4C

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
CODE OF CONDUCT**

IN PUBLICLY ADVERTISED MEETINGS AND WORKSHOPS

Use formal titles

The Board should refer to one another formally during public meetings as Chairman, or Supervisor followed by the individual's last name.

Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Board Members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. Supervisors should not be interrupted, except when necessary, and only by the Chair or District Manager or District Counsel. Supervisors shall agree to let one another finish speaking and wait to be acknowledged by the Chair or District Manager before they speak. (KF)

Honor the role of the Chair in maintaining order

It is the responsibility of the Chair to keep the command of Board Members on track during public meetings. Board Members should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure. The Chair, in coordination with the District Manager will facilitate and run the Board meetings and workshops. (HM)

Avoid personal comments that could offend other Board Members

If a Board and/or Staff Member is personally offended by the remarks of another Board Member, the offended Board and/or Staff Member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Board Member to justify or apologize for the language used. In these instances, the Chair will maintain control of these discussions. (HM)

Demonstrate effective problem-solving approaches

Board Members have a public stage to show how individuals with different points of view can find common ground and seek a compromise that benefits the community as a whole. Supervisors should strive to bring ideas and make decisions based on the best interest of Grand Haven as a whole. (CH, KF)

BOARD CONDUCT WITH DISTRICT STAFF

Governance of a District relies on the cooperative efforts of elected officials, who set policy, and District staff, who implements and administers (MG) the Board's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual Staff member (HM) for the good of the community.

Treat all staff as professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable. (MG suggested that the next 5 topics are redundant and should be worded to be all inclusive.

Limit contact to specific District staff

Questions of District staff and/or requests for additional background information should be directed only to the District Manager or Operations Manager. (Dr. Merrill suggested to strike Operations Manager) The District Manager should be copied on any request.

Board Members will not request frequent updates from staff, nor will they ask to schedule individual "detailed" updates with Onsite Operations Staff. Detailed updates are provided at Regular Meetings through the Staff Reports. (CH) Requests for follow-up or directions to staff should be made only through the District Manager when appropriate. When in doubt about what staff contact is appropriate, Board Members should ask the District Manager or District Counsel (HM) for direction. Materials supplied to Board Member in response to a request will be made available to all members of the Board so that all have equal access to information. (HM-Both the DM and DC have independent conversations with individual Board Members. Sending other Board Members information, related to or regarding those conversations are a violation of trust. Furthermore, sending ALL Board Members information from those independent conversations, disclosing communications openly outside of a meeting could be construed as a Sunshine Violation.

— Do not disrupt District staff from their job

Board Members should not disrupt District staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

Never publicly criticize an individual employee

Board Members should never express concerns about the performance of a District employee in public, or to the employee directly. Comments about staff performance should only be made to the District Manager, District Counsel (DM) or the Operations Manager, as is appropriate, through private correspondence or conversation. (Dr. Merrill suggested to strike Operations Manager, and as is appropriate)

Do not get involved in -day to day operations and administrative functions (CH)

Board Members must not attempt to influence District staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of District licenses and permits. Board Members must not get involved to influence or dictate changes in staff's processes in which they complete their work. Board Members should maintain discussions at an executive level, defining policies and making financial decisions and will not be involved in internal processes and the details of day to day operations management. (KF) (MG suggests consolidating and rewording the next several topics)

Check with District staff on correspondence before taking action

Before sending correspondence, Board Members should check with the District staff to see if an official District response has already been sent or is in progress.

Do not attend meetings with District staff unless requested by staff

Even if the Board Member does not say anything, the Board Member's presence implies support, shows partiality, and could intimidate staff, ~~and~~ which hampers staff's ability to do their job objectively.

Limit requests for staff support

Requests for additional staff support – even in high priority or emergency situations – should be made to the District Manager who is responsible for allocating District resources in order to maintain a professional, well-run District government.

Do not solicit political support from staff

Board Members ~~should~~ must not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from District staff. District staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

No social media postings

PASSED AND ADOPTED this ____ day of _____, **20__** by the Board of Supervisors of the Grand Haven Community Development District, Flagler County, Florida.

Secretary/Assistant Secretary

Board Member – Seat 1

Board Member – Seat 2

Board Member – Seat 3

Board Member – Seat 4

Board Member – Seat 5



COMMUNITY DEVELOPMENT DISTRICT

4E1

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**AMENITY MANAGEMENT SERVICES FOR THE
VILLAGE CENTER AND CREEKSIDE AMENITY
CENTERS
PALM COAST, FLORIDA**

Request for Proposal (RFP) No. [GH-AM-2020-01](#)

Issue Date: June 19, 2020

**District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Rd. Ste. 410 W.
Boca Raton, Fl. 33431**

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
AMENITY MANAGEMENT SERVICES (GH-AM-2020-01)

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7. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS AND PROPOSAL SIGNATURE FORM
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**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS**

**AMENITY MANAGEMENT SERVICES
Palm Coast, Florida**

Notice is hereby given that the Grand Haven Community Development District, “The District”, is requesting proposals for Amenity Management Services. This Request for Proposals, **No. GH-AM-2020-01**, is for the management of the District’s two (2) Amenity Centers, otherwise known as the Village Center and Creekside Amenity Center, for the benefit of the residents and their guests, in accordance with the adopted amenity policies and procedures.

Proposal Documents Availability: The Request for Proposals will be available on **Friday, June 19, 2020, beginning at 10:00 a.m.** Please contact Mrs. Daphne Gillyard at (561) 571-0010, or by email at gillyardd@whhassociates.com, to receive a copy of the Proposal documents.

Mandatory Pre-Proposal Site Meeting: All proposing companies wishing to have their proposal considered, are required to attend the mandatory pre-proposal site meeting, hosted by the District’s Operations Manager. The meeting will be held at the Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137, on **Tuesday, June, 30, 2020 at 10:00 AM**. The purpose of this meeting, is to allow a one-time opportunity for the proposing companies to inspect the Village Center and Creekside Amenity Center.

Proposal Due Date: Management companies desiring to provide services for this project must submit an electronic copy (pdf.), to be received no later than **2:00 p.m., on Monday, August 3, 2020**. Send the electronic proposal in pdf. format to Mrs. Daphne Gillyard, at gillyardd@whhassociates.com.

Consideration of Proposals: The Board of Supervisors will consider and rank all proposals at the **Thursday, August 20, 2020**, Grand Haven CDD Regular Meeting, scheduled to be held at **10:00 a.m.**, in the Village Center’s Grand Haven Room, located at 2001 Waterside Parkway, Palm Coast, Florida 32137. The proposals shall be ranked in accordance with the criteria included in the Evaluation Criteria sheet, which is contained within the proposal documents. The District reserves the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the District.

Grand Haven Community Development District
Howard McGaffney,
District Manager

INSTRUCTIONS TO PROPOSING COMPANIES

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4. **Basis of Award/Right to Reward, Reject or Disqualify Proposals:** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed appropriate. Companies shall be disqualified, and their proposals rejected, if District has reason to believe that collusion may exist among the other proposing companies, or if the proposing company has defaulted on any previous contract, or is in arrears on any existing contract, or for failure to demonstrate proper licensure and business organization.
5. **Interpretations, clarifications and Addenda:** All questions are to be directed via email to Mrs. Daphne Gillyard at gillyardd@whhassociates.com. The final date and time the District will accept questions, or requests for interpretations and clarifications, will be **Friday, July 14, 2020 at 12:00 p.m.**
6. **Protesting of the Bid Process:** Any protest regarding the proposal documents, including specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours after the receipt of the proposed project plans, specifications and other contract documents. The formal protest setting forth with particularity the facts and law upon which the protests is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

7. **Presentation of Proposals:** Proposals will be placed on the agenda, and presented to the Board of Supervisors at the **Thursday, August 20, 2020** CDD Meeting. The meetings will be scheduled for **10:00 a.m.**, to be held in the Village Center's Grand Haven Room, located at 2001 Waterside Parkway, Palm Coast, Florida 32137. Companies submitting proposals are invited to attend and will have up to 15 minutes to present their proposals, and answer questions from the Board of Supervisors.
8. **Consideration of Proposals:** The Board of Supervisors will consider and rank all proposals at the **Thursday, August 20, 2020**, Grand Haven CDD Regular Meeting, scheduled to be held at **10:00 a.m.**, in the Village Center's Grand Haven Room, located at 2001 Waterside Parkway, Palm Coast, Florida 32137. The proposals shall be ranked in accordance with the criteria included in the Evaluation Criteria sheet, which is contained within the proposal documents.
9. **Contract Award:** Within fourteen (14) days of receipt of the Notice of Award, the proposing company that was ranked number 1, shall enter into and execute a contract with the District, using the District's governmental form of agreement.
10. **Modification and Withdrawal:** Proposals may be modified and withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of sixty (60) days.
11. **Proposal Form:** All blanks on proposal forms must be filled out submitted electronically. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgement Form). In making its proposal, the proposing company represents that it has read and understands the proposal documents and that the proposal is made in accordance therewith, including verification of contents of proposal package against the Table of Contents.
12. **Signature on Proposal:** In addition to executing all forms, affidavits, and acknowledgements for which signature and notary blocks are provided, the proposing company must correctly sign the Acknowledgement of Receipt and Proposal Signature Form. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the management company or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered.
13. **Familiarity with laws:** The proposing company is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposing company will in no way relieve the proposing company from responsibility.

14. **Qualifications of Proposing company:** The contract, if awarded, will only be awarded to a responsible proposing company who is qualified by experience to do the work specified herein. The proposing company shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.
15. **Insurance:** All proposing companies shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage, a sample certificate is included as an attachment to the Basic Organization Form. In the event the Proposing company is notified of award, it shall provide proof of Insurance Coverage, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proper proof of insurance coverage shall constitute a default. The District shall be named as an additional insured per the insurance requirements contained in the Agreement.
16. **Indemnification:** The successful proposing company shall fully indemnify and hold harmless The District, the District Board, Staff and Representatives, from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.
17. **Limitation of Liability:** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
18. **All proposals shall include the following information in addition to any other requirements of the proposal documents:**
 - A. A narrative description of the Proposing company's approach to providing the services as described in the scope of services, provided herein (limited to 5 pages).
 - B. A Pricing Form for Amenity Management Services delivered to the Grand Haven Community Development District is attached and should be completed by the Proposing company.
 - C. Proposing company's Organizational Chart
 - D. List position or title and corporate responsibilities of key management or supervisory personnel. Include the certifications for each person listed; list years of experience in present position for each party listed and years of related experience.
 - E. Proposal will follow required staffing levels according to the hours of operations & Staffing Levels in Exhibit "F", in order to provide residents with high quality services.

- F. Financial statements for 2019, 2018 and 2017
- G. A list and description of contracts undertaken for each of the last three (3) years for projects of similar size and scope to Grand Haven CDD, including the scope of services provided, the name and location of the project, including the size and dollar amount of the annual contracts with similar contracts, and a contact name and phone number.
- H. A listing of the total annual dollar value of work, as described above under G, completed for each of the last three (3) years.
- I. List all other contracts related to the provision of services by the Proposing company in which the company is presently engaged.
- J. Three references, including the name, address and phone number of a contact person, from projects of similar size and scope. The references may, but are not required to, overlap with projects or contracts as listed above under G and I.
- K. Current certificates of insurance.
- L. A list of any and all lawsuits that the Proposing company is or has been a party to in the past five (5) years.
- M. A list of any and all licensure disciplinary actions the Proposing company or its employees is or has been a party to in the past five (5) years.
- N. Completed copies of all other forms included within the proposal documents.

Evaluation Criteria

Evaluation Criteria

1. Experience: (25 points)

- Current and past Amenity Management experience of the respondent serving similar size Community Development Districts.
- Length of time the respondent’s company has been in business.
- Volume of work previously awarded to the group.
- Past performance for the District in other contracts including character, integrity, reputation of respondent, etc.

1. Personnel: (20 points)

- Geographic location of management company’s headquarters or office in relation to the project.
- Proposal shows the ability of the company to adequately hire and train the required amount of staffing within 30 days, showing they are capable of managing this project.
- Proposed Pool Maintenance staff holds current CPO qualifications.
- Proposed Amenity Manager holds an AFO or CPO license, and has previous experience as an Amenity Manager.
- Proposed Tennis Maintenance staff have been trained in clay court maintenance by a reputable company known to provide training.
- Contractor demonstrates that it can provide continuous, qualified supervision of the Amenity Centers, providing Corporate/Regional support to ensure the highest quality of services with the appropriate experience and training.

3. Price: (25 points)

- 25 points will be awarded to the Proposing company submitting the lowest total bid for completing the work for the initial three (3) year term of the contract.
- All other proposals will receive a lower point allocation, based upon the reasonableness of the proposed price. Proposing company shall submit pricing for Year One, Year Two and Year Three, individually, as well as optional Year 4.

4. Financial Capability: (15 points)

- Demonstration of financial resources and stability as a business entity, necessary to complete the services required.

5. Understanding of Scope of Work: (15 points)

- The proposing company demonstrates an understanding of the District’s needs for the services requested.
- Attended the mandatory pre-bid meeting

Grand Haven COMMUNITY DEVELOPMENT DISTRICT
RFP No. (GH-AM-2020-01) For Amenity Management Services

SUPERVISOR EVALUATION/RANKING SHEET

RESPONDENT	EVALUATION CRITERIA					
	EXPERIENCE	PERSONNEL	PRICE	FINANCIAL CAPABILITY	UNDERSTANDING SCOPE OF WORK	TOTAL POINTS
	25 POINTS	20 POINTS	25 POINTS	15 POINTS	15 POINTS	100 POINTS
Respondent Name-						
Respondent Name-						
Respondent Name-						
Respondent Name-						
Respondent Name-						

NOTES:

Completed by: _____ Date: _____
Supervisor's Name/Signature

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
(GH-AM-2020-01)**

BASIC ORGANIZATION INFORMATION FORM

Date Submitted _____, 2020

1. Proposing company _____

[Company Name]

| | An Individual

| | An LLC

| | An LLP

| | A Partnership

| | A Corporation

| | A S. Corporation

2. Proposing company's Company Address:

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

3. Parent Company Name (if applicable) _____

4. Parent Company Address (if different)

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. List the location of the Proposing company's office which would perform GHCCDD work.

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

1st Contact Name _____ Title _____

6. If the proposing company is a corporation, is it incorporated in the State of Florida?

Yes () (Proceed to Question 6.1) No () (Proceed to Question 6.2)

6.1. If Yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporations? Yes () No ()

If No, please explain _____

Date Incorporated _____ Charter No. _____

6.2. If No, provide the following:

The state in which Proposing company is incorporated:

Is the company in good standing with that state? Yes () No ()

If No, please explain _____

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida? Yes () No ()

7. If the Proposing company is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the State of Florida?

Yes () (Proceed to Question 7.1) No () (Proceed to Question 7.2)

- 7.1. If Yes, is the Proposing company registered with the Florida Department of State, Division of Corporations? Yes () No ()

If No, please explain _____

Is the Proposing company in good standing with the State of Florida? Yes ()
No ()

If No, please explain _____

Date Proposing company was organized: _____

7.2. If No, provide the following:

The state in which Proposing company is organized:

Is the Proposing company in good standing with that state? Yes () No ()

If No, please explain _____

Date Proposing company was organized: _____

Is the Proposing company registered as a foreign partnership or limited liability company with the State of Florida? Yes () No ()

If No, please explain _____

8. Does Proposing company hold any registrations or licenses with the State of Florida applicable to the contract?

Yes () No ()

- 8.1. If Yes, provide the following information and attach one (1) photocopy of each listed license (attach additional sheets if necessary):

Type of registration _____

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(s) currently qualified under this license _____

- 8.2. Does the Proposing company hold any registrations or licenses with Flagler County applicable to the contract? Yes () No ()

If Yes, please list and provide a photocopy of each listed license or registration:

9. List the Proposing company's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year.

(2019) _____, (2018) _____, (2017) _____

10. What is the Proposing company's current insurance limits? (Provide a copy of applicant's Certificate of Insurance) An example of an insurance certificate is attached hereto as Exhibit A.

General Liability \$ _____

Automobile Liability \$ _____

Workers Compensation \$ _____

Expiration Date \$ _____

11. Has the proposing company been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes () No ()

If Yes, please describe each violation, fine, and resolution

- 11.1. What is the Proposing company's current worker compensation rating?

- 11.2.1 Has the Proposing company experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years? Yes () No ()

If Yes, please describe each incident

SUPERVISORS AND EMPLOYEES WHO WILL BE INVOLVED WITH THE WORK

****NOTE: ATTACH RESUMES OF INDIVIDUALS LISTED BELOW****

NAME OF PROPOSING COMPANY: _____

PRESENT TITLE	INDIVIDUAL'S NAME	OFFICE LOCATION	TOTAL YEARS WITH PROPOSING COMPANY	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Regional or Account Mgr.					
Amenity Mgr.					
Office Assistant					
Facilities Team Leader and CPO					
<p align="center">Please enter in the names of any known employees that the proposing company has identified to work as Facilitators as well as performing the Janitorial duties. Feel free to duplicate this form if you need additional lines to include all the employees who will be known at the time of the submittal of the proposal, to be involved with the work onsite.</p>					

The undersigned hereby authorize(s) and request(s) an person, management company or corporation to furnish any pertinent information requested by the Grand Haven Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

Name of Proposing company

By: _____

This _____ day of _____, 2020

By: _____

[Name and Title of Person Signing]

(Apply Corporate Seal, if filing as a corporation)

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary taking acknowledgement

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
(GH-AM-2020-01)**

PRICING FORM

Pricing Instructions: This Pricing Form is intended to cover all the individual and departmental costs associated with performing the scope for the Amenity Management services delivered to the Grand Haven Community Development District’s (2) Amenity Centers. In order to determine accurate pricing for the services to be delivered to the Grand Haven Community Development District, Proposing companies should refer to the Scope of Services, Qualifications & Licenses, Exhibit “E”, the required Hours of Operations & Staffing Levels and Exhibit “F”; which provides the details regarding the work to be performed by the Proposing company if awarded the Final Contract.

Grand Total: This “Grand Total” should be completed by the Proposing company. The bid amounts entered should correspond with the scope of services provided in the Scope of Services, Qualifications & Licenses-Exhibit “E”; as well as Hours of Operations & Staffing Levels-Exhibit “F” for the District.

INVOICING-INCLUSIVE OF ALL COSTS, including Management Fees, Administrative Costs, Corporate-Regional Costs, Payroll and Benefits or other costs incurred by the Proposing Management company.

Position	Year 1 (13 mos.) Oct. 1, 2020 – Sept. 30, 2021	Year 2 Oct. 1, 2021 – Sept. 30, 2022	Year 3 Oct.1, 2022 – Sept. 30, 2023	Optional Year 4 Oct. 1, 2023 – Sept. 30, 2024
Amenity Manager	\$	\$	\$	\$
Office Assistant	\$	\$	\$	\$
Lifestyle/Program Services	\$	\$	\$	\$
Facilities Team Leader / CPO-Pool Maintenance	\$	\$	\$	\$
Facilitators	\$	\$	\$	\$
Tennis Court Maintenance	\$	\$	\$	\$
Janitorial	\$	\$	\$	\$
Total Amount-Monthly	\$	\$	\$	\$
Total Amount-Annually	\$	\$	\$	\$

Proposing companies must clearly identify the following hourly rates for Additional Services as may be requested by the District, throughout the term of the agreement (up to 4 years potentially).

\$ _____ Hourly Rate paid by the District to Contractor for hurricane-emergency cleanup

\$ _____ Hourly Rate paid by the District to the Contractor for lifeguard services

\$ _____ Hourly Rate paid by residents for setup and cleanup for private rentals

Proposed Hourly Rates: Proposing company must clearly explain staffing levels and quantify individual positions and compensation in its proposal. This section of the Pricing Form is intended to help the District better identify the quality of services it expects to receive; through the Proposing company’s initial hourly rates it will pay its employees, and planned CPI adjustments. The table below is ONLY the hourly wage the company will start the employees at, not including payroll taxes or benefits/other employee burdens. The positions listed below, correspond with the positions listed in the Hours of Operations & Staffing Levels, Exhibit “F”. The scope of work for each position listed below can be found in the Scope of Services, Qualifications & Licenses, Exhibit “E”.

Position	Year 1	Year 2	Year 3	Optional Year 4
Amenity Manager	\$	\$	\$	\$
Office Assistant	\$	\$	\$	\$
Facilities Team Leader-CPO	\$	\$	\$	\$
Tennis Court Maintenance	\$	\$	\$	\$
Facilitators	\$	\$	\$	\$
Janitorial	\$	\$	\$	\$

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
(GH-AM-2020-01)**

AFFIDAVIT OF NON-COLLUSION

State of _____

County of _____

I _____, do hereby certify that I have not, either directly or indirectly participated in collusion or proposal rigging. Affiant is a _____ in the Management Company of _____, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming Management Company under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment. Dated this ___ day of _____, 2020.

Signature by Authorized Representative of Proposing
company

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
(GH-AM-2020-01)**

**ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS AND
PROPOSAL SIGNATURE FORM**

This Proposal has been submitted on this _____ day of _____, 2020 by
_____ [company] whose business address is

_____, telephone number is _____,
Email is _____.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposing company agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposing company understands that the inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the District considers such action on the part of the Proposing company to constitute good cause for denial, suspension or revocation of a proposal for work for the Grand Haven Community Development District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

The undersigned hereby authorize(s) and request(s) any person, Management Company, or corporation to furnish any pertinent information requested by the CDD, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the proposing company.

Name of Organization

This ____ day of _____, 2020

By: _____

It's: _____

Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary taking acknowledgement

EXHIBIT A
(GH-AM-2020-01)

LIST OF CONTRACT DOCUMENTS

1. EXHIBIT A – LIST OF CONTRACT DOCUMENTS
2. EXHIBIT B – WORK AUTHORIZATION FORM
3. EXHIBIT C – GENERAL RELEASE
4. EXHIBIT D – ADDENDA, AS APPLICABLE
5. EXHIBIT E – SCOPE OF SERVICES, QUALIFICATIONS & LICENSES
6. EXHIBIT F – HOURS OF OPERATIONS & STAFFING LEVELS
7. EXHIBIT G – EXAMPLES OF CHECKLISTS
8. CONTRACT FORM

EXHIBIT B
(GH-AM-2020-01)

WORK AUTHORIZATION FORM

Work Authorization

Contract No. _____

Contract No. _____

Date: _____, 2020

Work Authorization No. _____ - _____

To: _____ (company name)

Pursuant to the Agreement dated _____, the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Sections 3(a) and 3(b) of the Agreement.

Description of Work Authorization services:

Bill to: District

The following is/are applicable to this Work Authorization as marked:

_____ A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of
\$_____.

_____ B. Contractor shall proceed immediately with this Work Authorization on a time and material basis in accordance with the Contract Documents. Time and material tickets should be submitted daily to the Operations Manager.

_____ C. Contractor shall proceed immediately with this Work Authorization on a unit price basis in accordance with the Contract Documents.

The total amount of this Work Authorization shall be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

Accepted and Agreed by Contractor:	For District:
<u>Company Name</u>	<u>Grand Haven Community Development District</u>
By: _____ Date: _____	By: _____ Date: _____
By: _____ Date: _____	By: _____ Date: _____
For review and Approval (if applicable):	
Operations Manager: _____	
By: _____ Date: _____	
Completed by: _____ Date: _____	

EXHIBIT C
(GH-AM-2020-01)

GENERAL RELEASE

The undersigned, for and in consideration of the payment of the sum of \$ _____, paid by Grand Haven Community Development District, (hereinafter referred to as District), receipt of which is hereby acknowledged as complete compensation for performance of Contract Number _____, does hereby fully and completely discharge and release the District, its agents, employees, consultants, officers, directors, successors and assigns, the District Manager, and the District Engineer from any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, liabilities, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the contract between the parties dated _____ (the Contract). The undersigned here certifies that all material, employees, suppliers, subcontractors or others furnishing labor, goods, supplies or materials in connection with the Contract have been fully paid and satisfied and hereby agrees to hold harmless and indemnify District from any such claims, liens, demands, judgments, causes of action, suits or other liabilities which District/Engineer may incur as a result of any such non-payment or other dispute. The undersigned further agrees that in the event the District is required, in its sole discretion, to enforce this release or the Contract in court proceedings or otherwise, then District shall be allowed to recover reasonable attorney's fees and costs incurred, whether incurred at trial, on appeal or in alternative dispute resolution.

Witnesses:

Print Name of Contractor

Authorized Signature

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by _____, who is personally known/produced identification.

Notary Public
State of Florida at Large
My Commission Expires _____

EXHIBIT D
(GH-AM-2020-01)

ADDENDA, AS APPLICABLE

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EXHIBIT E
(GH-AM-2020-01)

SCOPE OF SERVICES, QUALIFICATIONS & LICENSES

General Overview:

The Amenity Management company shall serve the community in a professional manner, providing residents with enjoyable programs and lifestyle services, while managing Grand Haven's numerous amenities. The amenities include, **but are not limited to**, the following: two (2) amenity centers, two (2) Fitness Centers, two (2) clay Bocce Courts, two (2) Basketball Courts, Soccer Field, Volleyball Court, two (2) Pools, two (2) Hot Tubs, one (1) Kiddy Pool, seven (7) Clay Tennis Courts, two (2) Pickleball Courts and two (2) tot lots. Grand Haven residents enjoy a variety of special events, programs and activities that maximize the use of the two (2) facilities.

Operational Procedures:

- a. The Management company will be a contractor providing services to a unit of Special Purpose Government known as a Community Development District or (CDD). The contract is subject to the oversight and contract management of the Operations Manager.
- b. The Management Company and its employees shall enforce strict discipline and good order among its employees. All Amenity Staff, shall have and wear a common uniform with Grand Haven's logo represented on all employees' shirts.
- c. The Amenity Manager reports directly to the Operations Manager, who reports directly to the District Manager.
- d. The Amenity Manager shall be accountable for upholding the amenity policies, procedures, standards and expectations related to the Amenities. This includes safe and responsible operations of the amenities. The Management Company will have all of its onsite personnel read and sign a form that states they have read and understand the Amenity Policies, with a signed copy included in their personnel file. A copy of this form shall be submitted to the Operations Manager for record keeping onsite, as well a copy shall be sent to the District Manager.
- e. The Management Company shall complete all the work on the daily, weekly and monthly Facilities/Janitorial/Tennis Court/Pool Maintenance, inspections checklists, or otherwise contained within EXHIBITS E, F&G. The Management Company shall be required to maintain the checklists by accurately filling out the information on the checklists, including the initials of the person completing the work, in the box of the corresponding day. The checklists can be modified to include other general cleaning and amenity maintenance responsibilities from time to time, and the Management Company shall provide updated or revised copies of the checklists to the Operations Manager and District Manager for record keeping purposes.
- f. At the end of every month, the Amenity Manager shall scan a clear and readable copy of all completed checklists to the Operations Manager and District Manager and send it by email for record keeping. The Amenity Manager shall also deliver all originals of the checklists to the Operations Manager's office for record keeping onsite.
- g. The Management Company shall ensure that ALL staff are and stay CPR, First Aid and AED certified. All new hires will also be required to be certified within the first 30 days

of their hire date, and prior to their successful conclusion of training, while working a shift unattended.

- h.** The Management company will be required to carry the proper general liability insurance coverages in the amount of \$2,000,000 and name the District, The Board and District Staff as an additional insured on its policy.
- i.** The Amenity Management Company shall, on behalf of the District, securely operate and pay for a Constant Contact e-blast account for community-wide communications and e-blasts, using it to promote all amenity activities. The Amenity Management Company may also be required to communicate District information as directed by the District Manager or District Operations Manager.
- j.** Collecting Fees: The Amenity Manager shall manage: the issuance of amenity guest passes, Grand Haven Room rentals and security deposits as well as the collection of all the fees in accordance with the current adopted rules, policies and fees for the Amenity Facilities. All fees will be reported weekly and submitted to the Operations Manager's office according to the District's policies and internal control procedures for money handling. The Amenity Manager will also provide the Board a POS report that includes these revenues/fees in a Monthly Amenity Manager's report that is submitted to the District Managers office to be included in the agenda for the regular meetings. The Amenity Manager will send a weekly update to the District Manager, Operations Manager and the Board, this report shall be emailed every Friday.
- k.** The Management Company shall oversee, manage and coordinate all fees and schedules for amenity programs offered to the residents at the Amenity Facilities.
- l.** The Management Company shall be permitted to charge residents a reasonable fee for lessons and instructional classes according to the District's policies, and subject to the Board's discretion. The Management Company shall either directly employ or hire subcontractors for these lifestyle programs and classes, (i.e. tennis, yoga, fitness and other classes), and therefore shall manage any agreements for work that is subcontracted or performed for such services. Those agreements shall include proof of liability insurance and shall be submitted to the Operations Manager's office and District Manager's office each year. All policies must name the "Grand Haven Community Development District, the Board and the District Staff" as additional insured.
- m.** The Management Company shall recognize that there are multiple resident-run programs in Grand Haven, and the Management Company shall NOT be entitled to collect revenues or charge fees to the instructors or the residents for the classes. (i.e. aqua-aerobics and move to music).
- n.** The Management Company shall monitor the appropriate and safe use and condition of the facilities throughout the day, and follow directions as provided by the Operations Manager or District Manager to resolve any issues requiring attention on behalf of the residents.
- o.** The Management Company shall verify resident and guest identification for use of the facilities through random or scheduled checks of Smart Amenity Access Cards, guest passes or photo identification, in accordance with District policy.

Communication Procedures:

- a.** The Amenity Management Contract is overseen and managed directly by the District's Operations Manager who reports directly to the District Manager. The Amenity Management Company and its representatives shall not interact with Board Members unless specifically directed by the Board of Supervisors for a specific purpose or as determined by the District Manager or District Counsel.
- b.** The Board desires that the Amenity Management company, provide updates on new and innovative programs and activities, so as to always offer the highest quality of services in Amenity Management.
- c.** Interaction and coordination with other contractors, such as property management, landscape maintenance, and security services may occur, and the Amenity Management Company, its managers and staff are required to do so in a professional manner. All contractors performing work for the District are under the direct oversight of the Operations Manager, and the Amenity Management Company shall not engage, interrupt or direct the District's contractors who are performing work on District Property without the express permission or knowledge of the Operations Manager. Any issues with other professionals should be brought to the attention of the Operations Manager in order to be resolved.
- d.** The Amenity Manager may make budgeting and policy recommendations upon request. Attendance at monthly regular board meetings shall be required. Any requests that the Amenity Management Company has, shall first be brought to the attention of the Operations Manager, before it is brought to the Board Meetings for discussion.
- e.** The Amenity Manager shall keep a record of Daily Guests, Tennis Guests and Instructional/Activity Fees collected. The Amenity Manager will be required to provide a monthly Amenity Manager's report in writing to the District Manager's office, 10 days before the agenda is to be published, to be included in the Regular Meeting Agenda. The details of this report shall clearly outline the prior months sales information, attendance or usage information, upcoming events and programs.
- f.** The Amenity Manager shall keep, and ensure that their employees are trained to use a daily communications journal for the purpose of communicating from shift to shift, to pass down those items that record pertinent information related to the amenities, safety concerns, and equipment repairs.
- g.** The Amenity Manager shall notify the Operations Manager's Office immediately or as soon as possible, but, in no case longer than 1 hour after incidents involving residents, accidents, injuries, or if Fire or Law Enforcement has been called. A written record provided by email, of these events shall be completed including witness reports. An electronic copy of these reports shall be emailed to the Operations Manager, District Manager and District Counsel within 24 hours of the events for record keeping.

POOL MAINTENANCE SERVICES:

(See the checklists included herein)

Daily Procedures:

- a. Communicate and coordinate all order purchases and requests for chemicals, as needed such as chlorine, acid and Metal Out with the District Operations Manager.
- b. Maintain pool room while keeping it organized, clean and safe.
- c. All chemicals must be stored and locked in the pool room or areas provided by the District in a safe and responsible manner at all times, following all health and safety/fire codes.
- d. Amenity Manager shall notify the District Operations Manager immediately and by email, when pool and spa equipment, pumps, motors, heaters, chemical controllers, flow meter, gauges or any other pool equipment are broke or not operating within proper limits.
- e. Amenity Manager shall notify the District Operations Manager, immediately and via email, if there is a fecal incident or contamination; if there are inclement weather conditions or any other issue as defined by code and the pools or spas need to be closed. Amenity Manager shall reopen pools and spas after appropriate corrections have been made, in compliance with governing statutes. The Amenity Manager shall communicate via E-Blasts, all notices of the pools being open and closed, and communicate to class instructors so they can adequately notify residents of such.
- f. As often as required by State and Local agencies or additionally if directed by the District: Test and balance all chemicals in Pools and Spas, adjusting water levels and chemicals in order to maintain proper levels in accordance with state and local health code regulations and be recorded on the pool chemical log. If chemical levels are found to be outside of the safe and acceptable ranges, the CPO shall take corrective action to resolve the issue and the Amenity Manager shall communicate the findings to the Operations Manager immediately and via email, and the pools and/or spas shall be closed in accordance with state and local health code regulations until the issues are resolved.
- g. Maintain Pools and Spas at the appropriate temperature ranges. Pools: 81 to 84 degrees; Spas: 101 to 104 degrees.
- h. Inspect the coping, tile, handrails and ladders, safety equipment, sides and surfaces of the pools and spas for damage.
- i. Inspect the pools and spas for algae or any other growth and brush the sides of the pools. Take corrective action to treat and resolve the issue.
- j. No less than once per day, but as often as needed throughout the day, vacuum, brush and skim the pools, clean all scum gutters and tiles.
- k. Inspect and clean chemical feeders; replace broken chemical feeder lines.
- l. Check flow meters, pressure gauges and pumps to ensure filters are clean, proper flow and water turnover rate are occurring in accordance with regulations and pumps are working properly.
- m. Blow off all pool decks and surrounding sidewalks, prior to facilities being opened. Vacuum outdoor carpets.
- n. Wash all filters as often as necessary throughout the week to ensure proper cleanliness and flow.

Weekly Procedures:

- a. Testing of Cyanuric Acid, Calcium Hardness, Alkalinity and any other chemicals as directed by the District shall occur weekly and be recorded on the pool chemical log.
- b. Acid wash filters to ensure proper cleanliness and flow.
- c. Drain Spas as needed based on usage. (not required to be performed weekly, only as needed)
- d. Perform other required chemical treatments necessary to stabilize the chemistry and pool treatment.
- e. (See the checklists included herein)

TENNIS COURTS, BOCCE, BASKETBALL COURTS, PICKLEBALL COURTS AND SHUFFLEBOARD: (See the checklists included herein)

General Procedures:

- a. All inspections, cleaning and daily procedures shall apply to the Pickleball Courts, Croquet, Basketball Courts, Bocce and Shuffleboard
- b. Amenity Manager will notify District Operations Manager in writing (email), and in person, regarding all replacement parts or repairs needed for court equipment.
- c. Every evening, all perimeter fences shall be properly secured or locked in accordance with the District's Amenity Policies related to closing of the facilities. Every morning they shall be opened for resident use.
- d. The Amenity Management company shall be responsible for the visual inspections, record keeping, communicating and enforcing the Amenity Rules on Pickleball and Tennis Courts. performing routine preventative and planned maintenance, and the Amenity Manager shall communicate in person and by email to the Operations Manager, repairs and maintenance items that are observed.
- e. The Amenity Management company shall be responsible for setting and confirming the tennis court reservations and communicating tennis court closures by using eblasts or making phone calls to tennis group coordinators.
The Amenity Management company shall be responsible for the proper coordination of all tennis lessons and tennis events, and shall provide the District with any Special Events insurance coverage when there is a Special Event.

Daily Procedures:

- a. Inspect and adjust irrigation valves on a daily basis or as needed, to ensure they are functioning correctly and that all valve drains are draining adequately. This is a very important process for the maintenance and the ability to hydrate or dry the courts when needed.
- b. Daily, inspect and remove green vegetation from the internal perimeter of the fence area, net, net posts and canopied islands, keeping them free of algae and debris.
- c. Inspect and maintain the use of tennis court hydration systems, monitoring effective watering of all zones.
- d. Roll Courts daily for the first two weeks after resurfacing has been completed.
- e. Daily court raking, brushing of the courts and line tape.

- f. Inspect for and provide preventive maintenance, use proper industry treatments for the removal of algae, mold and mineral caking.
- g. Replacement of nails and line tape, as needed to maintain safe playing conditions.
- h. Inspect and repair net cable tensions and net height, including side panel, anchor ropes/net tapes.
- i. Inspect net straps and make adjustments when necessary to ensure regulation height.
- j. Inspect and provide preventive maintenance of the anchor boxes, retainer pins, ratchet pins, release pins and lubrication as-needed.
- k. Inspect and clean all benches, coolers, cooler stands, etc. that are kept in tennis area. If items are kept on the court during the season, move them and groom the surface beneath them.
- l. All equipment is to be well maintained and locked in storage after each use. (Tape line brushes shall be hung and stored on fence for resident use).
- m. Clean adjacent beds and walkway areas of excess clay, dirt, and debris.
- n. Clean and maintain the tread blasters and catch basins daily.
- o. Pick-up and remove trash; empty waste receptacles daily.
- p. (See the checklists included herein)

Weekly Procedures (Or as Needed):

- a. Roll Courts 1-2 times a month to keep lines secured into the playing surface and to reduce the amount of dead material accumulating.
- b. Scarify around net posts and nets with lute or other agitation device 1-2 times a week.
- c. Add granular chlorine once a month or as needed, to inhibit algae growth.
- d. Clean all filters including the main filter once per week or more frequently if needed.
- e. Repair and maintain clay and top surface material as needed, adding material in the major wear areas, baselines and service boxes as needed throughout the year.
- f. Remove dead surface material from the courts as necessary.
- g. Weekly, or more frequently if needed, using a rake or hand lute, agitate the areas that do not get agitated daily, cleaning, sweeping and maintaining a clean and professional look of the perimeter bricks, borders, troughs, drains, catch basins and pavers.
- h. Weekly, Inspect and repair cracks or damage to the net post base and slope (outside of the normal surface rust). Inspect the entrance gates to ensure they are adjusted and well maintained.
- i. Install windscreen ties as needed. Inspect perimeter fences to ensure they are securely fastened.

FACILITIES MAINTENANCE

(See the checklists included herein)

General Procedures:

- a. The Management Company shall complete all the work on the Daily, Weekly and Monthly Facilities Inspections Checklists or otherwise contained within EXHIBITS E, F&G, to also include general pressure washing as assigned by the Operations Manager. Facilitators must maintain the checklists by accurately filling out the information on the checklists, including the initials of the person completing the work, in the box of the corresponding day. The checklists can be modified to include other general cleaning and amenity maintenance responsibilities from time to time, and the Management Company shall send an electronic

record of the completed checklists to the Operations Manager and District Manager for record keeping purposes.

RESTROOMS AND JANITORIAL SERVICES:

(See the checklists included herein)

General Procedures:

- a. Maintain the general appearance of ALL indoor spaces at the Village Center and Creekside Amenity Center facilities. Storage closets shall be kept in a neat, organized and safe storage condition.
- b. The Amenity Management company shall be responsible for the purchase and supplying of all cleaning supplies and chemicals necessary for performing the daily janitorial duties at the 2 Amenity Centers and CDD offices located at the Village Center and Creekside locations.
- c. Restocking of all soaps, shower gels, toilet paper, paper towels etc. The District shall be responsible for providing all soap dispensers, soaps, shower gels, urinal deodorizers, bathroom fragrance sprays, trash can liner (trash bags), paper product dispensers, paper towels and toilet paper used at both facilities. The Amenity Management Company will communicate all restocking needs to the Operations Manager's office in a timely manner to ensure that the facilities are well stocked with additional supplies kept in locked storage.
- d. Vacuuming carpeted areas, treating of stained carpet areas (mainly Creekside).
- e. Dusting of vents, amenity center furniture, bases, shelves, picture frames, desks and tables, cleaning of all windows, ledges and blinds.
- f. Mopping all tiled floor areas and base boards with appropriate cleaning agents.
- g. Cleaning and sanitizing all surfaces of the bathrooms including all toilet bases and behind toilets, counters, mirrors, shower stalls.

THE MANAGEMENT COMPANY'S RESPONSIBILITY OF EXPENSES

- a. Any and all costs resulting from the performance of the duties under the scope of the agreement including the costs associated with payroll, personnel training, staff uniforms, janitorial services and all supplies necessary to perform janitorial services not mentioned in 2a, all Amenity office supplies and postage, copier supplies, liability insurance, special events insurance, licenses, bank & credit card expenses, shall be the responsibility of the Management Company and not the District, this includes any overtime which shall not be billable to the District. It should be assumed by the Management Company that their employees may incur overtime, but the Management company's price in response to the RFP shall be inclusive of ALL labor and will be the only price the District pays.
- b. The Management Company shall be responsible for any damages caused to District assets due to negligence or from an act of improper maintenance as performed by the Management Company.
- c. All Janitorial cleaning supplies, equipment and chemicals used to clean the Restrooms/showers, fitness centers, Grand Haven room, CDD and Amenity office spaces.
- d. Amenity Office, Constant Contact for communicating, Amenity information, events and programs.
- e. All additional software or programming necessary to manage the amenities, not provided by the District.

- f. All personal office supplies, pens, pencils, highlighters, notebook paper, paper clips, stapler, calendars, computer speakers, headsets, etc.

THE DISTRICT'S RESPONSIBILITY OF EXPENSES

- a. The replacement parts of fixed or mechanical equipment related to all Amenities, nets, posts, entrance gates and fencing, wind screening, zip ties, court irrigation and all other tennis court/bocce ball court parts, clay for tennis courts, damage resulting in normal wear and tear, natural disaster.
- b. The repair work or replacement costs for the District's amenity facilities and equipment resulting from normal "wear-and-tear" and/or abuse, theft, vandalism or misuse by patrons of the facilities.
- c. All pool chemicals and treatments for the pools.
- d. All clay material, equipment, supplies and chemicals used to maintain the tennis courts.
- e. All Soap dispensers, hand dryers, paper towel and toilet paper dispensers, paper products for paper towel and toilet paper dispensers.
- f. All equipment, paper towels, drinking water and sanitation supplies for the fitness center used by the patrons in the use of the equipment. (Janitorial supplies used to clean the fitness center is a cost that is the responsibility of the Management Company)
- g. All utility costs such as electric, water and sewer,
- h. All costs for the annual stripping and waxing of the Grand Haven Room wood floor.
- i. The District will provide 2 computers with a working version of Microsoft Office and Adobe software applications, 2 monitors, 2 keyboards and mouse and 1 office printer to be used in the Amenity office at the Village Center.
- j. Printer ink and printing paper, printer service repairs
- k. The District will provide all IT, Cable and Internet for the Management Company to use to provide the daily amenity management services under the terms of the agreement.
- l. IT equipment maintenance and repair of District computers shall be completed by the District's IT contractors, paid for by the District and shall be coordinated by the Amenity Management company with the knowledge and approval of the Operations Manager.

EMERGENCY ACTION PLAN AND SAFETY PROGRAM

The Amenity Management company shall develop, implement, and maintain the District's Emergency Action Plan (EAP) and Safety Program for operations at the Amenity Centers. The Emergency Action Plan shall be a detailed plan that includes Preparation, Response and Recovery of the Amenity Centers in the event of natural disasters. The EAP shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations and reporting, providing and maintaining equipment safety features, and safety record keeping. The Management Company shall comply with all District, State of Florida, Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Amenity Management Company shall provide, at the Amenity Management Company's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items personal protective equipment (PPE), to protect its employees.

**SPECIAL QUALIFICATIONS/CERTIFICATIONS, LICENSING & INSURANCE
REQUIREMENTS**

Qualifications/Certifications:

- a. Both the Amenity Manager and the Facilities Team Leader (FTL), must be qualified as a (CPO) Certified Pool Operator or (AFO) Aquatics Facility Operator.
- b. In the event that the same management company is awarded both the Amenity Management Services and Food and Beverage Services contracts, the Amenity Manager and Café Manager must both possess a valid Manager's Food Safety Certification.
- c. There must be at least two (2) employees of the management company that work onsite, who have been professionally trained by the preferred clay court contractor of the District, in the upkeep and maintenance of clay tennis courts and hydration systems.
- d. All staff will be required to be certified in CPR and AED use per direction of the District. AED's are located in the fitness centers at both facilities.

Licensing Requirements:

- a. Proposing company shall be required to possess all applicable licenses required by state and local agencies, in order to manage the Amenity facilities.
- b. Must successfully manage the amenity facilities and pass all health and safety inspections by local governments such as Fire Safety Inspections and Health Inspections.

Insurance Requirements:

- a. The proposing company shall be required to provide proof of \$2,000,000 general liability insurance that also names the Grand Haven Community Development District and the District Staff as additional insureds. This must be submitted to the District Manager at the time the contract begins. Failure to meet this requirement will exclude a proposal from consideration. All instructors shall be included under the proposing company's insurance coverage or if hired as a subcontractor, the instructor must provide proof of at least \$1,000,000 general liability. It is required upon request to show proof of insurance of all subcontractors.

**EXHIBIT F
(GH-AM-2020-01)**

HOURS OF OPERATIONS & STAFFING LEVELS

NORMAL BUSINESS HOURS OF OPERATION	
Amenity Centers (Sunday-Saturday)	5:30 a.m. - 8:30 p.m.
Village Center Office Hours (Monday-Friday)	9:00 a.m. - 5:00 p.m.
Village Center Office Hours (Saturday & Sunday)	9:00 a.m. - 3:00 p.m.

Special Notes for Proposing companies, when submitting bids:

- New Year’s Day, Thanksgiving and Christmas, are assumed to be paid holidays for the Management Companies employees, paid for by the management company.
- Allowed 15 minutes prior and 15 after shift, for clock in/out to open and close the facilities.
- Office Lunches and Breaks shall be covered by the Amenity Manager, so the office remains open during business hours.
- A person with active CPO shall be scheduled 5 days a week. Someone with CPO shall be on call on weekends/evenings for emergencies.
- The Amenity Manager shall be present for all major special events.
- The Amenity Manager shall work at least 1 weekend a month, this can be a partial shift, to evaluate staff performance.
- The Amenity Office shall be staffed with (1) employee, who answers calls, accepts and confirms reservations and assists the Amenity Manager.
- When the Facilitators take their breaks or lunches, the Amenity Manager or other amenity staff must be present to assist residents with questions or needs.
- Lunches for facilitators should be scheduled appropriately and consistently so as to not interfere with daily maintenance or customer service needs of the residents using the facilities.
- Facilities Team Leader (FTL) must be scheduled 5 days a week to perform daily/weekly pool maintenance in accordance with responsibilities of a CPO. As well, the FTL will oversee and assist facilitators and tennis court maintenance crews.
- Tennis Court Maintenance: 2 people for 2 hours per day to perform the planned/preventative maintenance that requires more technical skills. Facilitators shall assist with and perform daily grooming as part of the daily responsibilities.
- Janitorial: 1 person, 1 hour per bathroom. (2 at VC, 2 at CS)
- Uniforms shall be provided by the Management Company to ALL employees, with the Grand Haven Logo, this cost shall be at the expense of the Management Company.

Hours of Operation	
Village Center & Creekside (S-S)	5:30 a.m. - 8:30 p.m.
Village Center Office Hours (M-F)	9:00 a.m. - 5:00 p.m.

Holiday Hours-Amenity Center		Special Notes	Holiday Hours		
			Village Center	Creekside	Total
New Years Day	Closed	Open Half Day 6:00 a.m. to Noon, staff 1 facilitator at the Village Center	n/a	n/a	n/a
Easter	5:30 a.m. to 3:00 p.m.	Creekside Closed, V.C. Close Early, After the Special Event	10	n/a	10
Memorial Day	5:30 a.m. to 6:00 p.m.	Close Early, After the Special Event Cookout	11	11	22
Independence Day	5:30 a.m. to 6:00 p.m.	Close Early, After the Special Event Cookout	11	11	22
Labor Day	5:30 a.m. to 6:00 p.m.	Close Early, After the Special Event Cookout	11	11	22
Thanksgiving Eve	5:30 a.m. to 6:00 p.m.	Close Early	11	11	22
Thanksgiving	Closed	Open Half Day 6:00 a.m. to Noon, Staff 1 facilitator at the Village Center	n/a	n/a	n/a
Christmas Eve	5:30 a.m. to 6:00 p.m.	Close Early	11	11	22
Christmas	Closed	All Amenities are Closed	n/a	n/a	n/a
*New Years Eve	5:30 a.m. to 6:00 p.m.	Close Early	11	11	22
<i>* New Year's Eve Party/Banquet: Café Staff to monitor bathrooms, lock up after event. Staffing for this event shall be paid for out of the Café</i>			76	66	142

Amenity Center Positions	Hourly or Salary	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Village Center	Creekside	Weekly Hours	Annual Hours
Amenity Manager	Salary	9.0	9.0		9.0	9.0		9.0	22.5	22.5	45.0	2,340.00
Amenity Office	Hourly	8.5	8.5	8.5	8.5	8.5	6.5	6.5	55.5		55.5	2,886.00
Facilitators	Hourly	43.0	43.0	43.0	43.0	43.0	43.0	43.0	164.5	136.5	301.0	15,652.00
Janitorial	Hourly	6.0	6.0	6.0	6.0	6.0	6.0	6.0	21.0	21.0	42.0	2,184.00
Tennis Court Maintenance	Hourly	4.0	4.0	4.0	4.0	4.0	4.0	4.0	28.0		28.0	1,456.00
Facilities Team Leader-CPO	Hourly	8.0	8.0	8.0	8.0	8.0			30.0	10.0	40.0	2,080.00
Total		78.5	78.5	69.5	78.5	78.5	59.5	68.5	321.5	190.0	511.5	26,598.00

EXHIBIT G
(GH-AM-2020-01)
EXAMPLES OF CHECKLISTS WILL BE PROVIDED AT MANADATORY
ONSITE MEETING

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
(GH-AM-2020-01)**

CONTRACT FORM

MANAGEMENT SERVICES AGREEMENT

This Agreement for Amenity Management Services (the “Agreement”) is made and entered into on **October, 1st, 2020**, by and between:

Grand Haven Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with a mailing address c/o District Manager, Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “District”), and

_____ a Florida corporation, with a mailing address of _____ (the “Contractor” and, together with the District, the “Parties”).

RECITALS

Whereas, The District, “CDD” is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended. The District was created on March 24, 1997 by Flagler County Ordinance #97-03; and

Whereas, The CDD owns certain amenity centers known as the “Village Center” and the “Creekside Athletic Club” located within the CDD, in Flagler County, Florida; as well the CDD owns certain buildings, furniture, fixtures, machinery, appliances, operating equipment, books, records and other personal property used in the operation of said amenity centers (herein collectively the “Amenity Centers”); and

Whereas, The CDD desires the benefit of the experience and services of an independent contractor to provide program and amenity management, oversight, operation and management of the Amenity Centers, upon the terms and conditions set forth in this Agreement, and the Management Company is willing to accept such obligations pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the Parties hereby agree as follows:

1. **TERM OF THE AGREEMENT**. This Agreement shall be in effect for a term beginning on July 1, 2020 and ending on September 30, 2022. Notwithstanding the foregoing term, the parties may elect to treat this Agreement as a continuing contract by extending it on the same terms as are set forth herein for periods after the ending date.
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2. **ACCEPTANCE OF MANAGEMENT RESPONSIBILITY.** The CDD hereby retains the Management Company to manage and operate the Amenity Centers and to further render the services herein stated, and the Management Company hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement.
3. **COMPENSATION:** The Agreement shall be for a three-year period, renewable or terminable pursuant to the provisions herein. The Agreement may be extended for up to two (2), optional one- year renewals at compensation as set forth in **Exhibit E** for years four and five, as applicable, of the renewals.
- a. **First-year term of this Agreement is: October, 2020 through September 30, 2020.**
The Management Company shall receive a total management fee of \$ _____.
Twelve (12) equal monthly installments
- b. **Second-year term of this Agreement is: October 1, 2020 through September 30, 2021.**
The Management Company shall receive a total management fee of \$ _____.
Twelve (12) equal monthly installments
- c. **Third-year term of this Agreement October 1, 2021 through September 30, 2022.**
The Management Company shall receive a total management fee of \$ _____.
Twelve (12) equal monthly installments
4. **FEES DEFINED:** The fees shall include the management of both the Village Center and the Creekside Athletic Center as further outlined in Exhibits “A through D”, For consideration, the Management Company shall provide management and operation of the Amenity Centers in accordance with the terms and conditions set forth herein. Changes may be proposed in the operation or level of service provided during the term of this Agreement and, if such changes are approved by the CDD and the Management Company, a corresponding and appropriate change in the annual management fee shall be made as agreed to by the CDD and the Management Company.
5. **PROGRAM REVENUE:** Subject to certain limitations contained herein, the Management Company shall also receive only those receipts that are generated from the programs that are created and staffed by the management company at the Amenity Centers. Those programs shall include Fitness Instruction or other special programs as agreed upon by the District and the Management Company. The Management Company shall not eliminate any current programs, nor add additional programs, without the approval of the Board of Supervisors, or as delegated to the District Operations Manager and/or District Manager.
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6. **EXCLUDED PROGRAM REVENUES:** The Management Company is not entitled to any of the District Revenues for facilities/room rentals, annual/daily guest use fees, tennis ball machine rentals. The Management company shall collect and deposit into the District Accounts, these specific District revenues and other special fees as mutually agreed to by the Management Company and the CDD. The District Manager shall provide deposit instructions for the Management Company to follow.

 7. **STANDARDS OF OPERATION AND MANAGEMENT:** The Management Company shall be directly responsible for the amenity management, program operations, amenity servicing and cleaning of the Amenity Centers as set forth in CDD's Request for Proposals No. GH-AM-2020-01, attached hereto as Exhibit "A" (the "Proposal"), and in the Management Company's response to the RFP.
 - a. Upon request of the District Board of Supervisors or the District Staff, The Management Company shall, as part of its duties hereunder, participate in discussions and provide professional input on the budgeting of the amenity facilities, recommendations /changes to and the enforcement of the amenity policies, and safety/security issues.
 - b. The Management Company shall maintain the Amenity Centers as a part of the CDD community and at all times in accordance with that of a high-quality Amenity center. The Management Company acknowledges that residents of Grand Haven expect a high level of customer service and cleanliness.
 - c. The Management Company understands that both the expressed and written authorization by the Board, grant the Operations Manager and District Manager the ability to manage all contracts, vendors and contractors working on behalf of the District. The Management Company thereby agrees to abide by directives given by the Operations Manager or District Manager with regard to contract oversight of all the operations involving the Amenity Centers. Furthermore, the Management Company agrees to operate the Amenity Centers in accordance with all applicable provisions set forth in the CDD Amenity Facilities Policies, adopted by the CDD, and as amended from time to time.
 - d. In the event that the Management Company, at any time during the term of this Agreement, becomes deficient in the Management of the Amenity Centers, or as set forth herein, the CDD shall have the right to give written or emailed notice to the Management Company, specifying those areas in which the Management Company is not meeting the standards of operation (i.e., improper staffing, damage to property, improperly maintaining the facilities, employee training, failure to operate within the approved CDD Amenity Facilities Policies or other CDD rules and regulations). **The Management Company shall have thirty (30) days from the receipt of said notice to cure such failures in their entirety, or in the event that such failures cannot be reasonably cured within that 30 day period, a reasonable period shall be established by the Operations Manager or District Manager, provided that the Management Company diligently commences and pursues to complete such cure. If such efforts are not made and pursued to completion, this Agreement may be terminated at the sole discretion of the District.**
 - e. Notwithstanding anything contained herein to the contrary, the Management Company specifically acknowledges that the CDD Amenity Facilities Policies, as amended from time to time, shall be the controlling authority dictating the operation of the Amenity Centers with regard to matters that are addressed therein, and the Management Company agrees to abide by such policies.
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8. **MANAGEMENT COMPANY NOT RESPONSIBLE FOR MAINTENANCE, REPAIR OR CAPITAL EXPENSES:** The CDD, and not the Management Company, shall be solely responsible for the ongoing maintenance and repair of all improvements, structures, fixtures, equipment, major building systems, flooring and carpet located on or about the Amenity Centers. However, the Management Company, while not responsible for repairing said improvements, structures, fixtures or equipment, shall be responsible for the ongoing management and servicing of the Amenity Centers facilities such as the janitorial/cleaning of the amenity facilities and offices, the daily maintenance of the swimming pools, tennis courts and other amenities, Grand Haven Room and storage areas, etc., and as outlined further in Exhibits “A through D”.
- a. Should the Management Company become aware of any necessary repair or maintenance that is the responsibility of the CDD, the Management Company shall promptly notify the CDD, in writing, of said repair or maintenance.
 - b. Notwithstanding anything contained in this paragraph, the Management Company shall be solely responsible for any maintenance or repair of any improvement, fixture or equipment if said maintenance or repair results from an act or omission of the Management Company or its employees, agents or contractors.
 - c. Although the Management Company shall not be responsible for the repair or replacement of any CDD improvements, fixtures or equipment (other than the regular servicing and cleaning of the Amenity Centers and their facilities), the Management Company may, upon the verbal or written direction of the CDD Operations Manager, conduct certain repairs, and the Management Company shall be reimbursed by the CDD for such repairs.
 - d. If emergency repairs are needed, the Management Company shall first notify the Operations Manager/or CDD Office to communicate the necessary repairs. In the extreme or rare event that an emergency repair is immediately necessary for the preservation of life or safety of the occupants thereof, where such an event would not allow for the time to contact the Operations Manager, the Management Company shall do everything within reason to make the immediate repairs, or make reasonable attempts to reduce the threat to the Amenity Centers and/or the occupants thereof.
 - e. **Management Companies Supplies:** The Management Company shall purchase, at their sole expense, all necessary and recommended inventory and supplies needed to carry out all of their responsibilities, duties and functions under this Agreement.
9. **MANAGEMENT COMPANY EMPLOYEES:** The Management Company shall directly employ the personnel who will work on the property, and shall hire, train and supervise all personnel reasonably necessary to operate the Amenity Centers, with employees’ compensation, benefits, insurance and taxes to be paid by the Management Company. The Management Company shall have authority to hire, train and discharge all employees necessary for the operation of the Amenity Centers, and to fix their compensation in compliance with all state and Federal hiring requirements.
- a. **Subcontractors:** The Management Company shall not be permitted to enter into any labor agreements with subcontractors, to perform the duties included in this agreement, without the written permission of the District Board of Supervisors.
 - b. **Staffing Level:** The Management Company shall employ the personnel outlined in Exhibit D, in order to properly manage and operate the Amenity Centers in accordance with the Scope as outlined herein.
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- c. **Employee Manuals:** The Management Company shall develop and maintain an employee and operational procedures manual for operation of the Amenity Centers that shall be stored on site at the Village Center.
- d. **Activities Programming:** The Management Company shall offer a variety of social programs and activities that maximize the use of the Amenity Facilities in accordance with the RFP and Exhibits “A through D”. The Management Company shall be entirely responsible for these events, including all aspects of design, organization, promotion and administration, as well as scheduling, registration, payment collection, staffing, etc.

10. **OPERATIONAL EXPENSES COVERED BY MANAGEMENT COMPANY:** The following operational expenses and services shall be provided by the Management Company at each Amenity Center (unless otherwise indicated) at no additional charge to the CDD; the cost of such expenses and services are included in the annual management fee paid to the Management Company as set forth in paragraph 3 above.

THE MANAGEMENT COMPANY’S RESPONSIBILITY OF EXPENSES

- a. Any and all costs resulting from the performance of the duties under the scope of the agreement including the costs associated with payroll, personnel training, staff uniforms, janitorial services and all supplies necessary to perform janitorial services not mentioned in 2a, all Amenity office supplies and postage, copier supplies, liability insurance, special events insurance, licenses, bank & credit card expenses, shall be the responsibility of the Management Company and not the District, this includes any overtime which shall not be billable to the District. It should be assumed by the Management Company that their employees may incur overtime, but the Management company’s price in response to the RFP shall be inclusive of ALL labor and will be the only price the District pays.
- b. The Management Company shall be responsible for any damages caused to District assets due to negligence or from an act of improper maintenance as performed by the Management Company.
- c. All Janitorial cleaning supplies, equipment and chemicals used to clean the Restrooms/showers, fitness centers, Grand Haven room, CDD and Amenity office spaces.
- d. Amenity Office, Constant Contact for communicating, Amenity information, events and programs.
- e. All additional software or programming necessary to manage the amenities, not provided by the District.
- f. All personal office supplies, pens, pencils, highlighters, notebook paper, paper clips, stapler, calendars, computer speakers, headsets, etc.

11. **ADDITIONAL SERVICES/OPERATIONAL DETAILS:** Without limiting the generality of the preceding sections, the Management Company agrees that the Services and Operational details set forth in the Management Company’s Proposal and the Exhibits attached hereto are incorporated into this Agreement by reference as though fully set forth herein and that Management Company agrees to and shall perform the same as part of their general duties hereunder.

12. **FURTHER RESPONSIBILITIES OF THE MANAGEMENT COMPANY.**

- a. The Management Company will take such action as may be necessary to comply with any and all orders or requirements affecting the Amenity Centers by any governmental agency having jurisdiction over them, unless specifically instructed by the CDD that it intends to

contest such orders or requirements and directs that the Management Company shall not comply with the same. The Management Company shall promptly notify the CDD of any such orders or requirements upon receipt of same.

- b. The terms, provisions and conditions of this Agreement shall be performed on behalf of the CDD and all specified obligations or expenses shall be paid by the Management Company.
 - c. **The Grand Haven Room**: shall be made available to the CDD for Board meetings (on the dates so set by the Board) at no charge to the CDD. The meeting room shall also be made available, at no charge, as requested for homeowners' association meetings and various CDD workshops. These meetings shall take precedence over all other community activities and events. Other use of the Grand Haven room shall be governed by the Grand Haven Community Development District Policies and Fees for All Amenity Centers. The Management Company cannot waive rental fees or rates established by the District, without the authorization of the GHCDD Board or Board appointed designee.
 - d. **Communications**: Operational and policy direction to the Management Company and the Amenity Manager, who is an employee of the Management Company, shall come from the Board's designated representatives, namely the CDD Operations Manager or District Manager. The Management Company's Amenity Manager shall report directly to the Operations Manager. In the event that there is a question regarding any such directives, the Management Company's Account Manager/Regional Manager shall meet with the Operations Manager in order to receive clarity on the directives.
 - e. **Insurance**: The Management Company shall, at its own expense, secure all insurance policies, including employee insurance, necessary for the proper operation and preservation of the Amenity Centers and acceptable to the CDD. All insurance shall be issued by companies authorized to do business under the laws of the State of Florida, and must be acceptable to the CDD. The Management Company shall furnish certificates of insurance to the CDD prior to commencing work under this Agreement, naming the CDD as an additional insured, and the Management Company shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that the Management Company has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days prior written notice to the CDD. Insurance coverages shall be as follows:
 - i. **Worker's Compensation**: The Management Company shall provide worker's compensation coverage for all employees. The limits shall be the statutory limits for worker's compensation and \$250,000 for employer's liability.
 - ii. **Comprehensive General Liability**: The Management Company shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$2,000,000 combined single limit.
 - iii. **Liquor Liability**: If the Amenity Management Company, also provides the food and beverage services, the Management Company shall provide liquor liability insurance in an amount of not less than \$1,000,000.
 - iv. **Other Insurance**: The Management Company agrees to acquire and maintain such other insurance as may be reasonably required by the CDD during the term of this Agreement, including, without limitation, professional liability insurance.
-

- v. In the event the Management Company retains subcontractors, the Management Company shall be responsible for assuring that all subcontractors carry insurance in the minimum amount set forth in Section E.
 - vi. Acceptance by the CDD of any evidence of insurance submitted by the Management Company does not relieve or decrease in any manner the liability of the Management Company for performance of the services. The Management Company is responsible for any losses, claims or costs of any kind arising out of or related to the Services or this Agreement which the Management Company's insurance does not cover.
 - f. **Licenses, Transfers:** The Management Company, at its own expense, shall obtain all licenses and permits necessary to operate the Amenity Facilities, including a liquor/wine/beer license(s), if the Amenity Management Company also provides the Food and Beverage Services. All licenses will be obtained in the name of the Management Company, if possible. In the event that the Management Company is in default under this Agreement and/or this Agreement is terminated by the CDD or the Management Company, the Management Company agrees that it will transfer (to the maximum extent permitted by law, ordinance or other governmental regulation) all permits and licenses, including but not limited to any liquor licenses which may be held by the Management Company for the Amenity Centers and the operation thereof to the CDD or, at the CDD's sole option, to the CDD's nominee.
 - g. **Termination:** This Agreement can be terminated by either party, with or without just cause, upon sixty (60) days' prior written notice to the other party. In the case of an event of default by the Management Company, the CDD may terminate this Agreement upon five days' prior written notice.
 - h. **Notices:** Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:
 - i. **CDD:** Grand Haven Community Development District
Attention: District Manager
2300 Glades Rd. STE. 410 W
Boca Raton, Florida 33431
 - ii. **Management Company:**
 - i. **Indemnification:** The Management Company agrees to indemnify, hold harmless and defend the CDD, its officers, directors, board members, employees, agents, and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the CDD, its officers, directors, board members, employees, agents, and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of the Management Company's breach of any term or provision of this Agreement, or any negligent or intentional act or omission of the Management Company, its agents, employees or subcontractors, that occurs in connection with the performance of this Agreement.
-

- j. Compliance with All Laws, Regulations, Rules and Policies:** The Management Company recognizes that the Amenity Centers are public amenities and that their operation is subject to all applicable rules and statutes.
- i.** At all times, the Management Company is expected to operate within all applicable laws and regulations, as well as the rules and policies of the CDD.
 - ii.** Public Records. The CDD is subject to the requirements of Chapter 119 of the Florida Statutes pertaining to Public Records. As such, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the CDD in connection with the transaction of its official business are public records.
 - (a) In connection with this Agreement, Manager shall comply with Chapter 119, Florida Statutes, as follows:
 - (b) Keep and maintain public records required by the CDD to perform the services that are the subject of this Agreement.
 - (c) Upon the request of the CDD's Custodian of Public Records, provide the CDD 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 by law.
 - (d) Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Manager does not transfer the records to the CDD.
 - (e) Upon completion of the Agreement, transfer, at no cost to the CDD all public records in Manager's possession or keep and maintain public records required by the CDD to perform the services that are the subject of this Agreement. If Manager transfers all public records to the CDD upon completion of the Agreement, Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Manager keeps and maintains public records upon completion of the Agreement, Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CDD, upon request from the CDD's custodian of public records, in a format that is compatible with the CDD's information technology systems.
 - iii.** IF MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CDD'S CUSTODIAN OF PUBLIC RECORDS AT THE ADDRESS LISTED FOR THE CDD IN THIS AGREEMENT. The Management Company shall promptly comply with all rules, laws, regulations, policies and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on GHCCDD Premises except in quantities reasonably necessary to carry out its duties under this Agreement.
-

The Management Company shall hold the CDD harmless from any fines, penalties, costs and damages resulting from the Management Company's failure to do so. The Management Company shall immediately discontinue any activity which is in violation of law and shall remedy the same immediately; the Management Company shall be responsible for the payment of any associated fines or penalties. The Management Company shall bear all costs associated with compliance under the Americans with Disabilities Act or any other such state or federal legislation.

- k. **Order of Documentation:** This Agreement supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to the subject hereof between the Parties. Any further agreements must be mutually agreed upon between the Parties in writing and signed by only authorized officers of the Parties.
 - l. **Attorneys' Fees:** In the case of the failure of either party hereto to perform and comply with any of the terms, covenants or conditions hereof, and such terms, covenants or conditions, or damages for the breach of same, is enforced or collected by suit or arbitration or through an attorney at law, whether suit or arbitration or through an attorney at law, whether suit or arbitration is brought or not, the party so failing to perform and comply hereby agrees to pay the other party hereto a reasonable sum of money for attorneys' fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any such litigation or arbitration.
 - m. **Covenants and Representations:** The Management Company acknowledges that it has read and agrees to all terms and provisions and requirements of this Agreement. The Management Company acknowledges that it has received a copy of all current Rules and Amenity Facilities Policies of the CDD and understands and agrees to comply with same.
 - n. **Governing Law and Jurisdiction:** This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Flagler County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN FLAGLER COUNTY, FLORIDA.**
13. **INDEPENDENT CONTRACTOR STATUS:** At all times hereunder, the Management Company shall undertake all duties, obligations, and responsibilities as an independent contractor, and not as an agent or representative of the CDD. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the CDD and the Management Company. The Management Company has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the CDD.
14. **WAIVERS:** No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.
-

15. **CAPTIONS:** The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.
 16. **SUCCESSORS AND ASSIGNS:** The Management Company may not assign this Agreement or any of the rights and duties expressed herein except with the CDD's prior written consent which must be approved by the CDD Board.
 17. **Preparation of Agreement:** The Management Company and the CDD have had equal input in the drafting of this Agreement and, in consideration thereof, the language used in this Agreement will be construed according to its fair and common meaning and will not be construed more stringently or liberally for either party.
 18. **SEVERABILITY:** If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.
 19. **NO PROPERTY INTEREST OR RECORDATION:** No property interest (real or personal) is conveyed hereby and neither party shall record this Agreement or any memorandum or notice thereof in the public records.
 20. **NO MODIFICATION:** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.
 21. **TIME OF THE ESSENCE:** Time, and timely performance, is of the essence regarding this Agreement and of the covenants and provisions hereunder.
-

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by duly authorized representatives, all as of the date first set forth above.

**GRAND HAVEN COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WITNESSES:

MANAGEMENT COMPANY

Print: _____

By: _____
Print: _____

Print: _____

Title: _____

EXHIBIT "A"

Management Company's Proposal to Manage the Grand Haven Amenity Facilities

EXHIBIT “B”

Scope of Services, Qualifications & Licenses

EXHIBIT “C”

Scope of Services, Qualifications & Licenses

EXHIBIT "D"

Hours of Operations & Staffing Levels

EXHIBIT “E”

Pricing Form

Position	Year 1 Oct. 1, 2020 – Sept. 30, 2021	Year 2 Oct. 1, 2021 – Sept. 30, 2022	Year 3 Oct.1, 2022 – Sept. 30, 2023	Optional Year 4 Oct. 1, 2023 – Sept. 30, 2024
Amenity Manager and Special Events/Programs	\$	\$	\$	\$
Office Assistant	\$	\$	\$	\$
Facilities Team Leader and CPO/Pool Maintenance	\$	\$	\$	\$
Tennis Court Maintenance	\$	\$	\$	\$
Facilitators	\$	\$	\$	\$
Janitorial	\$	\$	\$	\$
Total Amount-Monthly	\$	\$	\$	\$
Total Amount-Annually	\$	\$	\$	\$

Proposing companies must clearly identify the following hourly rates for Additional Services as may be requested by the District, throughout the term of the agreement (up to 4 years potentially).

\$ _____ Hourly Rate paid by the District to Contractor for hurricane-emergency cleanup

\$ _____ Hourly Rate paid by the District to the Contractor for lifeguard services

\$ _____ Hourly Rate paid by residents for setup and cleanup for private rentals



COMMUNITY DEVELOPMENT DISTRICT

4E11

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT**

REQUEST FOR PROPOSALS

**MANAGEMENT OF THE FOOD AND BEVERAGE
OPERATIONS AND CAFÉ SERVICES
PALM COAST, FLORIDA**

Request for Proposal (RFP) No. [GH-FB-2020-01](#)

Issue Date: June 19, 2020

District Manager

**Wrathell, Hunt and Associates, LLC
2300 Glades Rd. Ste. 410 W.
Boca Raton, Fl. 33431**

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

MANAGEMENT OF THE FOOD AND BEVERAGE OPERATIONS FOR THE WATERSIDE CAFÉ (GH-FB-2020-01)

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**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS**

**MANAGEMENT OF THE FOOD AND BEVERAGE OPERATIONS AND CAFÉ SERVICES
Palm Coast, Florida**

Notice is hereby given that the Grand Haven Community Development District (the "District") requests proposals for the Management of the Food and Beverage Operations and Café Services, Request for Proposals **No. GH-FB-2020-01** at the District owned café, otherwise known as the "Waterside Café". The proposing company should understand that the District desires to keep a neighborhood café atmosphere. The services to include hiring and staffing for the food and beverage operation and the District's special events at the Grand Haven Village Center and Creekside Amenity Centers for the benefit of the residents and their guests in accordance with the adopted amenity policies and procedures.

Proposal Documents Availability: The Request for Proposals will be available on **Friday, June 19, 2020, beginning at 10:00 a.m.** Please contact Mrs. Daphne Gillyard at (561) 571-0010, or by email at gillyardd@whhassociates.com, to receive a copy of the Proposal documents.

Mandatory Pre-Proposal Site Meeting: All proposing companies wishing to have their proposal considered, are required to attend the mandatory pre-proposal site meeting, hosted by the District's Operations Manager. The meeting will be held at the Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137, on **Tuesday, June 30, 2020 at 10:00 AM**. The purpose of this meeting, is to allow a one-time opportunity for the proposing companies to inspect the Café at the Amenity Center.

Proposal Due Date: Management companies desiring to provide services for this project must submit an electronic copy (pdf.), to be received no later than **2:00 p.m., on Monday, August 3, 2020**. Send the electronic proposal in pdf. format to Mrs. Daphne Gillyard, at gillyardd@whhassociates.com.

Consideration of Proposals: The Board of Supervisors will consider and rank all proposals at the **Thursday, August 20, 2020**, Grand Haven CDD Regular Meeting, scheduled to be held at **10:00 a.m.**, in the Village Center's Grand Haven Room, located at 2001 Waterside Parkway, Palm Coast, Florida 32137. The proposals shall be ranked in accordance with the criteria included in the Evaluation Criteria sheet, which is contained within the proposal documents. The District reserves the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the District.

Grand Haven Community Development District
Howard McGaffney,
District Manager

INSTRUCTIONS TO PROPOSING COMPANIES

1. **Proposal Documents Availability:** The Request for Proposals will be available on **Friday, June 19, 2020, beginning at 10:00 a.m.** Please contact Mrs. Daphne Gillyard at (561) 571-0010, or by email at gillyardd@whhassociates.com , to receive an electronic copy of the proposal documents.
2. **Mandatory Pre-Proposal Site Meeting:** All proposing companies wishing to have their proposal considered, are required to attend the mandatory pre-proposal site meeting, hosted by the District's Operations Manager. The meeting will be held at the Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137, on **Tuesday, June 30, 2020 at 10:00 AM.** The purpose of this meeting, is to allow a one-time opportunity for the proposing companies to inspect the Café at the Amenity Center.
3. **Proposal Due Date:** Management companies desiring to provide services for this project must submit an electronic copy (pdf.), to be received no later than **2:00 p.m., on Monday, August 3, 2020.** Send the electronic proposal in pdf. format to Mrs. Daphne Gillyard, at gillyardd@whhassociates.com
4. **Basis of Award/Right to Reward, Reject or Disqualify Proposals:** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed appropriate. Companies shall be disqualified, and their proposals rejected, if District has reason to believe that collusion may exist among the other proposing companies, or if the proposing company has defaulted on any previous contract, or is in arrears on any existing contract, or for failure to demonstrate proper licensure and business organization.
5. **Interpretations, clarifications and Addenda:** All questions are to be directed via email to Mrs. Daphne Gillyard at gillyardd@whhassociates.com. The final date and time the District will accept questions, or requests for interpretations and clarifications, will be **Friday, July 14, 2020 at 12:00 p.m.**
6. **Protesting of the Bid Process:** Any protest regarding the proposal documents, including specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours after the receipt of the proposed project plans, specifications and other contract documents. The formal protest setting forth with particularity the facts and law upon which the protests is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

7. **Presentation of Proposals:** Proposals will be placed on the agenda, and presented to the Board of Supervisors at the **Thursday, August 20, 2020** CDD Meeting. The meetings will be scheduled for **10:00 a.m.**, to be held in the Village Center's Grand Haven Room, located at 2001 Waterside Parkway, Palm Coast, Florida 32137. Companies submitting proposals are invited to attend and will have up to 15 minutes to present their proposals, and answer questions from the Board of Supervisors.
8. **Consideration of Proposals:** The Board of Supervisors will consider and rank all proposals at the **Thursday, August 20, 2020**, Grand Haven CDD Regular Meeting, scheduled to be held at **10:00 a.m.**, in the Village Center's Grand Haven Room, located at 2001 Waterside Parkway, Palm Coast, Florida 32137. The proposals shall be ranked in accordance with the criteria included in the Evaluation Criteria sheet, which is contained within the proposal documents.
9. **Contract Award:** Within fourteen (14) days of receipt of the Notice of Award, the proposing company that was ranked number 1, shall enter into and execute a contract with the District, using the District's governmental form of agreement.
10. **Modification and Withdrawal:** Proposals may be modified and withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of sixty (60) days.
11. **Proposal Form:** All blanks on proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgement Form). In making its proposal, the proposing company represents that it has read and understands the proposal documents and that the proposal is made in accordance therewith, including verification of contents of proposal package against the Table of Contents.
12. **Signature on Proposal:** In addition to executing all forms, affidavits, and acknowledgements for which signature and notary blocks are provided, the proposing company must correctly sign the Acknowledgement of Receipt and Proposal Signature Form. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the management company or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered.
13. **Familiarity with laws:** The proposing company is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposing company will in no way relieve the proposing company from responsibility.

14. **Qualifications of Proposing company:** The contract, if awarded, will only be awarded to a responsible proposing company who is qualified by experience to do the work specified herein. The proposing company shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.
15. **Insurance:** All proposing companies shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage. A sample certificate is included as an attachment to the Basic Organization Form. In the event the Proposing company is notified of award, it shall provide proof of Insurance Coverage, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proper proof of insurance coverage shall constitute a default. The District shall be named as an additional insured per the insurance requirements contained in the Agreement.
16. **Indemnification:** The successful proposing company shall fully indemnify and hold harmless District, the District Board, Staff and Representatives, from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.
17. **Limitation of Liability:** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
18. **All proposals shall include the following information in addition to any other requirements of the proposal documents:**
 - A. A narrative description of the Proposing company's approach to providing the services as described in the scope of services, provided herein (limited to 5 pages).
 - B. A Pricing Form for Amenity Management Services delivered to the Grand Haven Community Development District is attached and should be completed by the Proposing company.
 - C. Proposing company's Organizational Chart
 - D. List position or title and corporate responsibilities of key management or supervisory personnel. Include the certifications for each person listed; list years of experience in present position for each party listed and years of related experience.
 - E. Proposal will follow required staffing levels according to the hours of operations & Staffing Levels in Exhibit "F", in order to provide residents with high quality services.
 - F. Financial statements for 2019, 2018 and 2017

- G. A list and description of contracts undertaken for each of the last three (3) years for projects of similar size and scope to Grand Haven CDD, including the scope of services provided, the name and location of the project and a contact name and phone number.
- H. A listing of the total annual dollar value of work, as described above under G, completed for each of the last three (3) years.
- I. List all other contracts related to the provision of services by the Proposing company in which the company is presently engaged.
- J. A list of all Community Development Districts served, including the size and dollar amount of the annual contracts with each District.
- K. Three references, including the name, address and phone number of a contact person, from projects of similar size and scope. The references may, but are not required to, overlap with projects or contracts as listed above under G and I.
- L. Current certificates of insurance.
- M. A list of any and all lawsuits that the Proposing company is or has been a party to in the past five (5) years.
- N. A list of any and all licensure disciplinary actions the Proposing company or its employees is or has been a party to in the past five (5) years.
- O. Completed copies of all other forms included within the proposal documents.

Evaluation Criteria

Evaluation Criteria

1. Experience: (25 points)

- Current and past record and experience of the respondent serving similar size Community Development Districts.
- Volume of work previously awarded to the group.
- Past performance for the District in other contracts including character, integrity, reputation of respondent, etc.

2. Personnel: (20 points)

- Geographic location of firm's headquarters or office in relation to the project.
- Adequacy and capabilities of key personnel including proposed Manager
- Present ability to manage this project.
- Proposed staffing levels and qualifications.
- Proposed Food and Beverage Manager holds a Manager's Food and Safety Certification.
- Contractor and all subcontractors will provide continuous qualified supervision by a Manager with appropriate food and beverage experience and training.

3. Price: (25 points)

- 25 points will be awarded to the Proposer submitting the lowest total bid for completing the work for the initial three (3)-year term of the contract. All other proposals will receive a lower point allocation, based upon the reasonableness of the proposed price. Proposer shall submit pricing for Year One, Year Two and Year Three, individually.

4. Financial Capability: (15 points)

- Demonstration of financial resources and stability as a business entity, necessary to complete the services required.

5. Understanding of Scope of Work: (15 points)

- The proposal demonstrates an understanding of the District's needs for the services requested.

Grand Haven COMMUNITY DEVELOPMENT DISTRICT
RFP No. (GH-FB-2020-01) For Management of the Food and Beverage Operations and Café Services

SUPERVISOR EVALUATION/RANKING SHEET

RESPONDENT	EVALUATION CRITERIA					
	EXPERIENCE	PERSONNEL	PRICE	FINANCIAL CAPABILITY	UNDERSTANDING SCOPE OF WORK	TOTAL POINTS
	25 POINTS	20 POINTS	25 POINTS	15 POINTS	15 POINTS	100 POINTS
Respondent Name-						
Respondent Name-						
Respondent Name-						
Respondent Name-						
Respondent Name-						
NOTES:						
Completed by: _____ Date: _____						
<small>Supervisor's Name/Signature</small>						

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
GH-FB-2020-01**

BASIC ORGANIZATION INFORMATION FORM

Date Submitted _____, 2020

1. Proposer _____

[Company Name]

| | An Individual

| | A LLC

| | A LLP

| | A Partnership

| | A Corporation

| | A S. Corporation

2. Proposer's Company Address:

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

3. Parent Company Name (if applicable) _____

4. Parent Company Address (if different)

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. List the location of the Proposer's office which would perform GHCDD work.

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

6. If the proposer is a corporation, is it incorporated in the State of Florida?

Yes () (Proceed to Question 6.1) No () (Proceed to Question 6.2)

6.1. If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporations? Yes () No ()

If No, please explain _____

Date Incorporated _____ Charter No. _____

6.2. If No, provide the following:

The state in which Proposer is incorporated: _____

Is the company in good standing with that state? Yes () No ()

If No, please explain _____

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida? Yes () No ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the State of Florida?

Yes () (Proceed to Question 7.1) No () (Proceed to Question 7.2)

7.1. If Yes, is the Proposer registered with the Florida Department of State, Division of Corporations? Yes () No ()

If No, please explain _____

Is the Proposer in good standing with the State of Florida? Yes () No ()

If No, please explain _____

Date Proposer was organized: _____

7.2. If no, provide the following:

The state in which Proposer is organized: _____

Is the Proposer in good standing with that state? Yes () No ()

If No, please explain _____

Date Proposer was organized: _____

Is the Proposer registered as a foreign partnership or limited liability company with the State of Florida? Yes () No ()

If No, please explain _____

8. Does Proposer hold any registrations or licenses with the State of Florida applicable to the contract?

Yes () No ()

- 8.1. If Yes, provide the following information and attach one (1) photocopy of each listed license (attach additional sheets if necessary):

Type of registration _____

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(s) currently qualified under this license _____

- 8.2. Does the Proposer hold any registrations or licenses with Flagler County applicable to the contract? Yes () No ()

If yes, please list and provide a photocopy of each listed license or registration:

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year.

(2019) _____, (2018) _____, (2017) _____

10. What is the Proposer's current insurance limits? (Provide a copy of applicant's Certificate of Insurance) An example of an insurance certificate is attached hereto as Exhibit A.

General Liability \$ _____

Automobile Liability \$ _____

Workers Compensation \$ _____

Expiration Date \$ _____

11. Has the proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes () No ()

If yes, please describe each violation, fine, and resolution

- 11.1. What is the Proposer's current worker compensation rating?

- 11.2.1 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years? Yes () No ()

If Yes, please describe each incident

The undersigned hereby authorize(s) and request(s) an person, firm or corporation to furnish any pertinent information requested by the Grand Haven Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

Name of Proposer

By: _____

This _____ day of _____, 2020

By: _____

[Name and Title of Person Signing]

(Apply Corporate Seal, if filing as a corporation)

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary taking acknowledgement

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
GH-FB-2020-01**

PRICING FORM

Pricing Instructions: This Pricing Form is intended to cover all the costs associated with performing the scope of services for the Management of the Food and Beverage Operations and Café Services delivered to the Grand Haven Community Development District. In order to determine accurate pricing for the services to be delivered to the Grand Haven Community Development District, Proposers should refer to the Scope of Services, Qualifications & Licenses, Exhibit “E”, and the Hours of Operations & Staffing Levels, Exhibit “F”; which provides the details regarding the work to be performed by the Proposer if awarded the Final Contract.

Grand Total (this “Grand Total” should be completed by the Proposer. The bid amount entered should correspond with the scope of services provided in the Scope of Services, Qualifications & Licenses-Exhibit “E”; as well as Hours of Operations & Staffing Levels-Exhibit “F” for the District, inclusive of all Management Fees/Administrative Costs/Corporate-Regional Costs or other costs incurred by the Proposing Firm).

Position	Year 1 Oct. 1, 2020 – Sept. 30, 2021	Year 2 Oct. 1, 2021 – Sept. 30, 2022	Year 3 Oct.1, 2022 – Sept. 30, 2023	Optional Year 4 Oct. 1, 2023 – Sept. 30, 2024
Total Amount-Monthly	\$	\$	\$	\$
Total Amount-Annually	\$	\$	\$	\$

Hourly Rates: This section of the Pricing Form is intended to help the District better identify the quality of services; through the Proposer’s hourly rates it will pay its employees. The table below is ONLY the hourly wage it will start the employees at, not including payroll taxes or benefits/other employee burdens. The positions listed below, correspond with the positions listed in the Hours of Operations & Staffing Levels, Exhibit “F”. The scope of work for each position listed below can be found in the Scope of Services, Qualifications & Licenses, Exhibit “E”.

Café Manager	1 Full-Time Employee	\$/hr. or Salary:
Cook 1	1 Full-Time Employee	\$/hr.:
Cook 2	Full or Part-Time	\$/hr.:
Cook 3	Full or Part-Time	\$/hr.:
Cook 4	Full or Part-Time	\$/hr.:
Server 1	Full or Part-Time	\$/hr.:
Server 2	Full or Part-Time	\$/hr.:
Server 3	Full or Part-Time	\$/hr.:
Server 4	Full or Part-Time	\$/hr.:

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
GH-FB-2020-01**

AFFIDAVIT OF NON-COLLUSION

State of _____

County of _____

I _____, do hereby certify that I have not, either directly or indirectly participated in collusion or proposal rigging. Affiant is a _____ in the firm of _____, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment. Dated this ___ day of _____, 2020.

Signature by authorized representative of Proposer

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
GH-FB-2020-01**

**ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS AND
PROPOSAL SIGNATURE FORM**

This Proposal has been submitted on this _____ day of _____, 2020 by
_____ [company] whose business address is

_____, telephone number is _____,
and fax number is _____.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that the inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Grand Haven Community Development District.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the CDD, or their authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the proposer.

Name of Organization

This ____ day of _____, 2020

By: _____

It's: _____

Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary taking acknowledgement

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
GH-FB-2020-01**

CONTRACT FORM

MANAGEMENT SERVICES AGREEMENT

This Agreement for Food and Beverage Operations Management Services (the “Agreement”) is made and entered into on _____, 2020, by and between:

Grand Haven Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with a mailing address c/o District Manager, Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “District” or “CDD”), and

_____ a [entity type], with a mailing address of _____ (the “Contractor” and, together with the District or CDD, the “Parties”).

RECITALS

Whereas, The CDD is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended. The District was created on March 24, 1997 by Flagler County Ordinance #97-03; and

Whereas, The CDD owns a certain food and beverage center known as “The Waterside Café” located within the CDD, in Flagler County, Florida; as well the CDD owns certain buildings, furniture, fixtures, machinery, appliances, operating equipment, books, records and other personal property used in the operation of the said food and beverage center (herein the “Café”); and

Whereas, The CDD desires the benefit of the experience and services of an independent contractor to provide management, oversight, and operation of the Café, upon the terms and conditions set forth in this Agreement, and the Contractor is willing to accept such obligations pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the fees and services set forth herein, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the Parties hereby agree as follows:

1. **TERM OF THE AGREEMENT**. This Agreement shall be in effect for a term beginning on _____, 2020 and ending on _____, 2023. Notwithstanding the foregoing term, the

parties may elect to treat this Agreement as a continuing contract by extending it on the same terms as are set forth herein for periods after the ending date.

2. **ACCEPTANCE OF MANAGEMENT RESPONSIBILITY.** The CDD hereby retains the Contractor to manage and operate the Café and to further render the services herein stated, and the Contractor hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement.

3. **COMPENSATION:** The Agreement shall be for a three-year period, renewable or terminable pursuant to the provisions herein. The Agreement may be extended for up to two (2), optional one-year renewals at compensation as set forth in **Exhibit E** for years four and five, as applicable, of the renewals. After the renewal terms, the parties shall retain the option to treat this Agreement as a continuing contract renewable on terms that exist in the final renewal term.

a. **First-year term of this Agreement is: October 1, 2020 through September 30, 2021.**

The Contractor shall receive a total management fee of \$ _____. The 1st year fee shall be equal to (3) months of services, payable in (3) equal monthly installments

b. **Second-year term of this Agreement is: October 1, 2021 through September 30, 2022.**

The Contractor shall receive a total management fee of \$ _____. Twelve (12) equal monthly installments

c. **Third-year term of this Agreement October 1, 2022 through September 30, 2023.**

The Contractor shall receive a total management fee of \$ _____. Twelve (12) equal monthly installments

4. **FEES DEFINED:** The fees shall include the management of the Café as further outlined in Exhibits “A through D”, For consideration, the Contractor shall provide management and operation of the Café in accordance with the terms and conditions set forth herein. Changes may be proposed in the operation or level of service provided during the term of this Agreement and, if such changes are approved by the CDD and the Contractor, a corresponding and appropriate change in the annual management fee shall be made as agreed to by the CDD and the Contractor.

5. **STANDARDS OF OPERATION AND MANAGEMENT:** The Contractor shall be directly responsible for the management and operation of the Café as set forth in CDD’s Request for Proposals No. GH-FB-20-01, attached hereto as Exhibit “A” (the “Proposal”), and in the Contractor’s response to the RFP.

a. Upon request of the District Board of Supervisors or the District Staff, Contractor shall, as part of its duties hereunder, participate in discussions and provide professional input on the budgeting for the Café, recommendations/changes to and the enforcement of the Café’s

policies, and safety/security issues.

b. The Contractor shall maintain the Café as a part of the CDD community and at all times in accordance with that of a high-quality food and beverage center.

Contractor acknowledges that residents of Grand Haven expect a high level of customer service and cleanliness.

- c. Contractor understands that both the expressed and written authorization by the Board, grant the Operations Manager and District Manager the ability to manage all contracts, vendors and contractors working on behalf of the District. Contractor thereby agrees to abide by directives given by the Operations Manager or District Manager with regard to contract oversight of all the operations involving the Café. Furthermore, Contractor agrees to operate the Café in accordance with all applicable provisions set forth in the CDD Amenity Facilities Policies, adopted by the CDD, and as amended from time to time.
- d. In the event that Contractor, at any time during the term of this Agreement, becomes deficient in the management of the Café, or as set forth herein, the CDD shall have the right to give written or emailed notice to Contractor, specifying those areas in which Contractor is not meeting the standards of operation (i.e., improper staffing, damage to property, improperly maintaining the facilities, employee training, failure to operate within the approved CDD Amenity Facilities Policies or other CDD rules and regulations). **Contractor shall have thirty (30) days from the receipt of said notice to cure such failures in their entirety, or in the event that such failures cannot be reasonably cured within that 30 day period, a reasonable period shall be established by the Operations Manager or District Manager, provided that Contractor diligently commences and pursues to completion such cure. If such efforts are not made and pursued to completion, this Agreement may be terminated at the sole discretion of the District.**
- e. Notwithstanding anything contained herein to the contrary, Contractor specifically acknowledges that the CDD Amenity Facilities Policies, as amended from time to time, shall be the controlling authority dictating the operation of the Café with regard to matters that are addressed therein, and Contractor agrees to abide by such policies.

6. CONTRACTOR NOT RESPONSIBLE FOR MAINTENANCE, REPAIR OR CAPITAL EXPENSES:

The CDD, and not Contractor, shall be solely responsible for the ongoing maintenance and repair of all improvements, structures, fixtures, equipment, major building systems, flooring and carpet located on or about the Café. However, Contractor, while not responsible for repairing said improvements, structures, fixtures or equipment, shall be responsible for the ongoing management and servicing of the Café's facilities such as the janitorial/cleaning of the Café facilities.

- a. Should Contractor become aware of any necessary repair or maintenance that is the responsibility of the CDD, Contractor shall promptly notify the CDD, in writing, of said repair or maintenance.
- b. Notwithstanding anything contained in this paragraph, Contractor shall be solely responsible for any maintenance or repair of any improvement, fixture or equipment if said maintenance or repair results from an act or omission of Contractor or its employees, agents, vendors, or subcontractors.
- c. Although Contractor shall not be responsible for the repair or replacement of any CDD improvements, fixtures or equipment (other than the regular servicing and

cleaning of the Café facilities), Contractor may, upon the verbal or written direction of the CDD Operations Manager, conduct certain repairs, and Contractor shall be reimbursed by the CDD for such repairs.

- d. If emergency repairs are needed, Contractor shall first notify the Operations Manager/or CDD Office to communicate the necessary repairs. In the extreme or rare event that an emergency repair is immediately necessary for the preservation of life or safety of the occupants thereof, where such an event would not allow for the time to contact the Operations Manager, Contractor shall do everything within reason to make the immediate repairs, or make reasonable attempts to reduce the threat to the Café and/or the occupants thereof.
 - e. **Contractor's Supplies:** Contractor shall purchase, at its sole expense, all necessary and recommended inventory and supplies needed to carry out all of its responsibilities, duties and functions under this Agreement.
7. **CONTRACTOR'S EMPLOYEES:** Contractor shall employ directly the personnel who will work on the property, and shall hire, train and supervise all personnel reasonably necessary to operate the Café, with employees' compensation, benefits, insurance and taxes to be paid by Contractor. Contractor shall have authority to hire, train and discharge all employees necessary for the operation of the Café, and to fix their compensation in compliance with all state and Federal hiring requirements.
- a. **Subcontractors:** Contractor shall not be permitted to enter into any labor agreement(s) with subcontractors for the performance of Contractor's duties and obligations included in this Agreement, without the advance written permission of the District Board of Supervisors.
 - b. **Staffing Level:** Contractor shall employ the personnel outlined in Exhibit D, in order to properly manage and operate the Café in accordance with the Scope as outlined herein.
 - c. **Employee Manuals:** Contractor shall develop and maintain an employee and operational procedures manual for operation of the Café that shall be stored on site at the Village Center.
8. **OPERATIONAL EXPENSES COVERED BY CONTRACTOR:** The following operational expenses and services shall be provided by Contractor at the Café (unless otherwise indicated) at no additional charge to the CDD; the cost of such expenses and services are included in the annual management fee paid to Contractor as set forth in paragraph 3 above.
- a. Employee wages and wage expenses
 - b. Personnel training and uniforms
 - c. Liability insurance
 - d. Office supplies
 - e. Janitorial Supplies
 - f. Event promotions, copier, paper and usage (copier available only at Village Center)
 - g. Food and Beverage Supplies, Licenses, bank and credit card expenses (bank and credit card expenses apply only to the Village Center)
 - h. Linen service

- i. Indoor pest control-Café Only
- j. Fire prevention and safety expenses-Café Only
- k. Facility cleaning.
- l. Any remaining expenses not listed or contemplated in this Agreement or in the Proposal shall remain an expense of the CDD.

9. **ADDITIONAL SERVICES/OPERATIONAL DETAILS:** Without limiting the generality of the preceding sections, Contractor agrees that the Services and Operational details set forth in Contractor's Proposal and the Exhibits attached hereto are incorporated into this Agreement by reference as though fully set forth herein and that Contractor agrees to and shall perform the same as part of its general duties hereunder.

10. **FURTHER RESPONSIBILITIES OF THE CONTRACTOR.**

- a. Contractor will take such action as may be necessary to comply with any and all orders or requirements affecting the Café by any governmental agency having jurisdiction over it, unless specifically instructed by the CDD that it intends to contest such orders or requirements and directs that Contractor shall not comply with the same. Contractor shall promptly notify the CDD of any such orders or requirements upon receipt of same.
- b. The terms, provisions and conditions of this Agreement shall be performed on behalf of the CDD and all specified obligations or expenses shall be paid by Contractor.
- c. **Communications:** Operational and policy direction to Contractor shall come from the Board's designated representatives, namely the CDD Operations Manager or District Manager. Contractor's Cafe Manager shall report directly to the Operations Manager. In the event that there is a question regarding any such directives, Contractor's Account Manager/Regional Manager shall meet with the Operations Manager in order to receive clarity on the directives.
- d. **Insurance:** Contractor shall, at its own expense, secure all insurance policies, including employee insurance, necessary for the proper operation and preservation of the Café and acceptable to the CDD. All insurance shall be issued by companies authorized to do business under the laws of the State of Florida and must be acceptable to the CDD. Contractor shall furnish certificates of insurance to the CDD prior to commencing work under this Agreement, naming the CDD as an additional insured, and Contractor shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days prior written notice to the CDD. Insurance coverages shall be as follows:
 - i. **Worker's Compensation:** Contractor shall provide worker's compensation coverage for all employees. The limits shall be the statutory limits for worker's compensation and \$250,000 for employer's liability.
 - ii. **Comprehensive General Liability:** Contractor shall provide coverage for all operations including, but not limited to, Contractual, Products and

complete Operations and Personal Injury, in an amount of at least \$2,000,000 combined single limit.

- iii. **Liquor Liability:** Contractor shall provide liquor liability insurance in an amount of not less than \$1,000,000.
- iv. **Other Insurance:** Contractor agrees to acquire and maintain such other insurance as may be reasonably required by the CDD during the term of this Agreement, including, without limitation, professional liability insurance.
- v. In the event Contractor retains subcontractors, Contractor shall be responsible for assuring that all subcontractors carry insurance in the minimum amount set forth in this Section.
- vi. Acceptance by the CDD of any evidence of insurance submitted by Contractor does not relieve or decrease in any manner the liability of Contractor for performance of the services. Contractor is responsible for any losses, claims or costs of any kind arising out of or related to the Services or this Agreement Contractor's insurance does not cover.
- e. **Licenses, Transfers:** Contractor, at its own expense, shall obtain all licenses and permits necessary to operate the Café, including a liquor/wine/beer license(s). All licenses will be obtained in the name of Contractor, if possible. In the event that Contractor is in default under this Agreement and/or this Agreement is terminated by the CDD or Contractor, Contractor agrees that it will transfer (to the maximum extent permitted by law, ordinance or other governmental regulation) all permits and licenses, including but not limited to any liquor licenses which may be held by Contractor for the Café and the operation thereof to the CDD or, at the CDD's sole option, to the CDD's nominee.
- f. **Termination:** This Agreement can be terminated by either party, with or without just cause, upon sixty (60) days' prior written notice to the other party. In the case of an event of default by Contractor, the CDD may terminate this Agreement upon five days' prior written notice.
- g. **Notices:** Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

- i. **CDD:** Grand Haven Community Development District
Attention: District Manager
2300 Glades Rd. STE. 410 W
Boca Raton, Florida 33431

With a copy to:
Clark & Albaugh, LLP
Attention: Scott D. Clark, Esquire
700 W. Morse Blvd., Suite 101
Winter Park, FL 32789

- ii. **Contractor:**

- h. Indemnification:** Contractor agrees to indemnify, save harmless and defend the CDD, its officers, directors, board members, employees, agents, and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the CDD, its officers, directors, board members, employees, agents, and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of Contractor's breach of any term or provision of this Agreement, or any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, that occurs in connection with the performance of this Agreement.
- i. Compliance with All Laws, Regulations, Rules and Policies:** Contractor recognizes that the Café is a public amenity and that its operation is subject to all applicable rules and statutes.

 - i.** At all times, Contractor is expected to operate within all applicable laws and regulations, as well as the rules and policies of the CDD.
 - ii. Public Records.** The CDD is subject to the requirements of Chapter 119 of the Florida Statutes pertaining to Public Records. As such, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the CDD in connection with the transaction of its official business are public records.

In connection with this Agreement, Contractor shall comply Chapter 119, Florida Statutes, as follows:

- (a) Keep and maintain public records required by the CDD to perform the services that are the subject of this Agreement.
- (b) Upon the request of the CDD's Custodian of Public Records, provide the CDD 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 by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the CDD.
- (d) Upon completion of the Agreement, transfer, at no cost, to the CDD all public records in Contractor's possession or keep and maintain public records required by the CDD to perform the services that are the subject of this Agreement. If Contractor transfers all public records to the CDD upon completion of the Agreement, Contractor shall 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 the Agreement,

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CDD, upon request from the CDD's custodian of public records, in a format that is compatible with the CDD's information technology systems.

- iii. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CDD'S CUSTODIAN OF PUBLIC RECORDS AT THE ADDRESS LISTED FOR THE CDD IN THIS AGREEMENT.
- j. **Order of Documentation:** This Agreement supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to the subject hereof between the Parties. Any further agreements must be mutually agreed upon between the Parties in writing and signed by only authorized officers of the Parties.
- k. Contractor shall promptly comply with all rules, laws, regulations, policies and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on the Premises except in quantities reasonably necessary to carry out its duties under this Agreement. Contractor shall hold the CDD harmless from any fines, penalties, costs and damages resulting from Contractor's failure to do so. Contractor shall immediately discontinue any activity which is in violation of law and shall remedy the same immediately; Contractor shall be responsible for the payment of any associated fines or penalties. Contractor shall bear all costs associated with compliance under the Americans with Disabilities Act or any other such state or federal legislation.
- l. **Attorneys' Fees:** In the case of the failure of either party hereto to perform and comply with any of the terms, covenants or conditions hereof, and such terms, covenants or conditions, or damages for the breach of same, is enforced or collected by suit or arbitration or through an attorney at law, whether suit or arbitration or through an attorney at law, whether suit or arbitration is brought or not, the party so failing to perform and comply hereby agrees to pay the other party hereto a reasonable sum of money for attorneys' fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any such litigation or arbitration.
- m. **Covenants and Representations:** Contractor acknowledges that it has read and agrees to all terms and provisions and requirements of this Agreement. Contractor acknowledges that it has received a copy of all current Rules and Amenity Facilities Polices of the CDD and understands and agrees to comply with same.
- n. **Governing Law and Jurisdiction:** This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Flagler County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN FLAGLER COUNTY, FLORIDA.**

11. **INDEPENDENT CONTRACTOR STATUS:** At all times hereunder, Contractor shall undertake all duties, obligations, and responsibilities as an independent contractor, and not as an agent or representative of the CDD. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the CDD and Contractor. Contractor has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the CDD.
12. **WAIVERS:** No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.
13. **CAPTIONS:** The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.
14. **SUCCESSORS AND ASSIGNS:** Contractor may not assign this Agreement or any of the rights and duties expressed herein except with the CDD's prior written consent which must have CDD Board approval.
15. **Preparation of Agreement:** Contractor and the CDD have had equal input in the drafting of this Agreement and, in consideration thereof, the language used in this Agreement will be construed according to its fair and common meaning and will not be construed more stringently or liberally for either party.
16. **SEVERABILITY:** If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.
17. **NO PROPERTY INTEREST OR RECORDATION:** No property interest (real or personal) is conveyed hereby and neither party shall record this Agreement or any memorandum or notice thereof in the public records.
18. **NO MODIFICATION:** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.
19. **TIME OF THE ESSENCE:** Time, and timely performance, is of the essence of this Agreement and of the covenants and provisions hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by duly authorized representatives, all as of the date first set forth above.

**GRAND HAVEN COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WITNESSES:

Print: _____

Print: _____

CONTRACTOR

By: _____

Print: _____

Title: _____

EXHIBIT "A"

Contractor's Proposal to Manage the Café

EXHIBIT "B"

Scope of Services

EXHIBIT "C"

Qualifications & Licenses

EXHIBIT "D"

Hours of Operations & Staffing Levels

EXHIBIT “E”

Pricing Form

Position	Year 1 October 1, 2020 – Sept. 30, 2021	Year 2 Oct. 1, 2021 – Sept. 30, 2022	Year 3 Oct.1, 2022 – Sept. 30, 2023	Optional Year 4 Oct. 1, 2023 – Sept. 30, 2024
Amenity Manager	\$	\$	\$	\$
Office Assistant	\$	\$	\$	\$
Lifestyle/Program Services	\$	\$	\$	\$
Facilities Team Leader	\$	\$	\$	\$
Pool Maintenance	\$	\$	\$	\$
Tennis Court Maintenance	\$	\$	\$	\$
Facilitators	\$	\$	\$	\$
Janitorial	\$	\$	\$	\$
Total Amount-Monthly	\$	\$	\$	\$
Total Amount-Annually	\$	\$	\$	\$

Proposing companies must clearly identify the following hourly rates for Additional Services as may be requested by the District, throughout the term of the agreement (up to 4 years potentially).

\$ _____ Hourly Rate paid by the District to Contractor for hurricane-emergency cleanup

\$ _____ Hourly Rate paid by the District to the Contractor for lifeguard services

\$ _____ Hourly Rate paid by residents for setup and cleanup for private rentals

EXHIBIT "A"
GH-FB-2020-01

LIST OF CONTRACT DOCUMENTS

1. CONTRACT FORM
2. EXHIBIT B – WORK AUTHORIZATION FORM
3. EXHIBIT C – GENERAL RELEASE
4. EXHIBIT D – ADDENDA, AS APPLICABLE
5. EXHIBIT E – SCOPE OF SERVICES, QUALIFICATIONS & LICENSES
6. EXHIBIT F – HOURS OF OPERATIONS & STAFFING LEVELS

EXHIBIT B
GH-FB-2020-01

WORK AUTHORIZATION FORM

Work Authorization

Contract No. _____

Contract No. _____

Date: _____, 2020

Work Authorization No. _____ - _____

To: _____ (company name)

Pursuant to the Agreement dated _____, the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Sections 3(a) and 3(b) of the Agreement.

Description of Work Authorization services:

Bill to: District

The following is/are applicable to this Work Authorization as marked:

____ A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of
\$_____.

____ B. Contractor shall proceed immediately with this Work Authorization on a time and material basis in
accordance with the Contract Documents. Time and material tickets should be submitted daily to the
Operations Manager.

____ C. Contractor shall proceed immediately with this Work Authorization on a unit price basis in accordance
with the Contract Documents.

The total amount of this Work Authorization should be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

Accepted and Agreed by Contractor:	For District:
<u>Company Name</u>	<u>Grand Haven Community Development District</u>
By: _____ Date: _____	By: _____ Date: _____
By: _____ Date: _____	By: _____ Date: _____
For review and Approval (if applicable):	
Operations Manager: _____	
By: _____ Date: _____	
Completed by: _____ Date: _____	

EXHIBIT C
GH-FB-2020-01

GENERAL RELEASE

The undersigned, for and in consideration of the payment of the sum of \$ _____, paid by Grand Haven Community Development District, (hereinafter referred to as District), receipt of which is hereby acknowledged as complete compensation for performance of Contract Number _____, does hereby fully and completely discharge and release the District, its agents, employees, consultants, officers, directors, successors and assigns, the District Manager, and the District Engineer from any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, liabilities, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the contract between the parties dated _____ (the Contract). The undersigned here certifies that all material men, suppliers, subcontractors or others furnishing labor, goods, supplies or materials in connection with the Contract have been fully paid and satisfied and hereby agrees to hold harmless and indemnify District from any such claims, liens, demands, judgments, causes of action, suits or other liabilities which District/Engineer may incur as a result of any such non-payment or other dispute. The undersigned further agrees that in the event the District is required, in its sole discretion, to enforce this release or the Contract in court proceedings or otherwise, then District shall be allowed to recover reasonable attorney's fees and costs incurred, whether incurred at trial, on appeal or in alternative dispute resolution.

Witnesses:

Print Name of Contractor

Authorized Signature

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by _____, who is personally known/produced identification.

Notary Public
State of Florida at Large
My Commission Expires _____

EXHIBIT D
GH-FB-2020-01

ADDENDA, AS APPLICABLE

**EXHIBIT “E”
GH-FB-2020-01**

SCOPE OF SERVICES, QUALIFICATIONS AND LICENSES

General Overview

The Food and Beverage Management company shall serve the community in a professional, friendly and respectful manner, providing residents with enjoyable services, good quality food and prices that are competitive with other type restaurants within Flagler County, while complying with all local and state licensing and regulatory agency requirements.

Operational Procedures

- a. The Management company will be a contractor providing services to a unit of Special Purpose Government known as a Community Development District or (CDD). The contract is subject to the oversight and contract management of the Operations Manager, who reports directly to the District Manager. The Management company shall be responsible for all food, beverage and liquor licensing as well as upholding the amenity policies related to the café. This includes safe and responsible serving of alcohol beverages.
- b. The Management Company shall submit a monthly P&L to the District Manager, to be included in the Regular Meeting agendas, for the Board to review. The Management company shall attend all CDD regular meetings, or meetings where presence is required.
- c. The Management company will be required to carry the proper insurance coverages in the amount of \$2,000,000 and name the District as an additional insured on its policy.
- d. The Management company will be required to work in a respectful and professional manner with other contractors who work for the District. Any issues with other professionals should be brought to the attention of the Operations Manager in order to be resolved.
- e. The Management Company shall provide Daily and Weekly Lunch and Dinner Specials for the enjoyment of the residents of the café. These specials should be comparative and competitive in pricing as with casual eatery restaurants located in Palm Coast and Flagler Beach.
- f. Planning of special events shall be included. The design, promotion and administration and staffing of those events, as well as the payment collection for any events that have a cost for attending shall be performed by the Proposing Management company.

1. Special Events-Non-Reimbursable:

The Management company shall have the ability to charge for planned special events to cover the cost of entertainment, food and beverage. At no time can alcohol be given away; alcohol must be charged in accordance with regular or happy hour pricing as established by the Management company. (Example: A luau and pig roast with Polynesian entertainment). These costs associated with these events including the promotion, are not reimbursable to the Management company from the Special Events Fund Budget.

2. Special Events-Reimbursable:

The Management company shall provide the food, beverage (alcohol excluded), supplies, entertainment staffing, set up and cleanup for the events listed below in section (2i) at no fee/charge to the residents. These events, (5) in total, shall be paid for out of the “*Special Events Fund*” the District budgets for each year, not to exceed the annual budget. Invoices shall be made out to the District and all events and estimated costs shall be approved by the Operations Manager 30 days prior to the event:

- i. Memorial Day BBQ, July 4th BBQ, Labor Day BBQ, Resident Appreciation Night, and the Annual Winter Holiday / Community Christmas Tree lighting Event. (Note: BBQ’s will include but not be limited to: Hamburgers and Hotdogs, Potato Salad, Sweet and Unsweet Tea, Water, Variety of Sodas, Ketchup, Mustard, Sweet Relish, Potato Chips) (Winter Holiday/Community Christmas Tree Lighting Event shall include Hors d’oeuvres, non-alcohol beverages).
 - ii. These events shall be conducted in a high-quality standard that is in keeping with the expectations and history of these special events that the residents have come to enjoy and look forward to each year.
 - iii. The invoice submitted for reimbursement will need to include a copy of all receipts, invoices and a payroll report that shows the cost of labor to run the event. The company shall not be entitled to reimbursable Corporate or Regional support costs, and shall not include them when submitting invoices for Special Events.
3. Daily Dinner Specials, happy hours, and weekend entertainment shall be planned and communicated to the residents via Eblast on a weekly basis.
 4. The Management company shall also provide the following Holiday Dinners/Special Events, for a reasonable cost, at a first come first serve reservation basis, not exceeding maximum seating capacity:
 - i. New Year’s Eve Party: At a reasonable cost comparable to the past events and surrounding venues.
 - ii. Valentines Banquet: At a reasonable cost comparable to the past events and surrounding venues.
 - iii. Easter Brunch: At a reasonable cost comparable to the past events and surrounding venues.
 - iv. Memorial Day Continental Breakfast: At a reasonable cost
 5. The Management company shall offer poolside service at the Village Center during the Spring/Summer holidays, spring break, summer and other warm weather days when the Village Center pool is busy.
- g.** Included in the agreement is that the Management company shall be responsible for all the following operational costs related to the Food and Beverage Operations and Café Services:
1. Staffing in accordance with Exhibit “F”, certifications for and training of its employees.
 2. The costs of goods sold, including food, beverage, alcohol and other controllable costs such as linen and uniforms.

3. The detailed and daily cleaning of all food storage and cooking equipment including the cleaning of the hood ventilation system, cleaning supplies and chemicals, indoor pest control, POS system repairs, service contracts related to operating the café, credit card and merchant service fees.
 4. The maintenance and repair costs of the District owned equipment including: grills, fryers, hood vent/exhaust systems, grease traps and disposal of waste/grease/trash dumpsters, maintenance of clogged drain pipes, food coolers, food preparation, dishwashing and all other equipment or furniture used in operating the café whether inside or outside.
 5. Any costs that are as a result of negligence of the management company and its employees.
- h.** Excluded in the agreement with the Management company shall be the expenses the District will be responsible for:
1. The cost of maintenance, repairs and replacement for the Café's A/C units, and any electrical services related to the building.
 2. Repairs to the infrastructure of the Café building including doors, windows, locks.
 3. Replacement of Capital Assets due to reaching its life usage, including tables, chairs, food storage and cooking equipment.

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**EXHIBIT “F”
HOURS OF OPERATIONS & STAFFING LEVELS
GH-FB-2020-01**

HOURS OF OPERATIONS & STAFFING LEVELS

Waterside Café Positions	
*Café Manager	1 Full-Time Employee
Cook 1	1 Full-Time Employee
Cook 2	Full or Part-Time
Cook 3	Full or Part-Time
Cook 4	Full or Part-Time
Server 1	Full or Part-Time
Server 2	Full or Part-Time
Server 3	Full or Part-Time
Server 4	Full or Part-Time
Waterside Café Hours of Operations	
Monday - Thursday	11:00 a.m. - 9:00 p.m.
Friday	11:00 a.m. - 11:00 p.m.
Saturday	11:00 a.m. - 9:00 p.m.
Sunday	Closed

** Under extraordinary conditions, the Café Manager is permitted to work as either a Server or Cook, while on duty as the Manager. The Manager must provide supervision at all times, and not be scheduled as normal coverage in the front or back of the house.*

** New Year’s Eve Party/Banquet: Café Staff to monitor bathrooms and lock up after the event. Staffing for this event shall be paid for out of the Café.*

Holiday Hours-Waterside Café		Special Notes
New Year’s Day	Closed	Closed
Easter	11:00 a.m. to 1:00 p.m.	Serve Brunch -Ticket Sales, Café keeps revenue
Memorial Day	Closed	Café Closed for Special Event-Subsidized by Special Events Fund
Independence Day	Closed	Café Closed for Special Event-Subsidized by Special Events Fund
Labor Day	Closed	Café Closed for Special Event-Subsidized by Special Events Fund
Thanksgiving Eve	11:00 a.m. to 6:00 p.m.	Close Early
Thanksgiving	Closed	Closed
Christmas Eve	11:00 a.m. to 6:00 p.m.	Close Early
Christmas	Closed	Closed
New Year’s Eve	Closed	Café Closed for Set Up and Prep for New Year's Eve Party/Banquet



COMMUNITY DEVELOPMENT DISTRICT

4F

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 COMMUNITY WORKSHOP AND REGULAR MEETING SCHEDULE

COMMUNITY WORKSHOPS WILL BE HELD VIRTUALLY

Join Zoom Meeting: <https://zoom.us/j/2043596216> Meeting ID: 204 359 6216

Dial by your location: 1-929-205-6099 Meeting ID: 204 359 6216

LOCATION FOR REGULAR MEETINGS

Grand Haven Village Center, Grand Haven Room, 2001 Waterside Parkway, Palm Coast, Florida 32137

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 1, 2020 CANCELED	Community Workshop	10:00 AM
October 15, 2020 CANCELED	Virtual Regular Meeting	10:00 AM
October 29, 2020	Virtual Regular Meeting	10:00 AM
November 5, 2020 CANCELED	Community Workshop	10:00 AM
November 19, 2020	Regular Meeting	10:00 AM
December 3, 2020	Virtual Community Workshop	10:00 AM
December 17, 2020	Regular Meeting	10:00 AM
January 7, 2021	Virtual Community Workshop	10:00 AM
January 21, 2021	Regular Meeting	10:00 AM
February 4, 2021	Virtual Community Workshop	10:00 AM
February 18, 2021	Regular Meeting	10:00 AM
March 4, 2021	Virtual Community Workshop	10:00 AM
March 18, 2021	Regular Meeting	10:00 AM
April 1, 2021	Virtual Community Workshop	10:00 AM
April 15, 2021	Regular Meeting	10:00 AM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
May 6, 2021	Virtual Community Workshop	10:00 AM
May 20, 2021	Regular Meeting	10:00 AM
June 3, 2021	Virtual Community Workshop	10:00 AM
June 17, 2021	Regular Meeting	10:00 AM
July 1, 2021	Virtual Community Workshop	10:00 AM
July 15, 2021	Regular Meeting	10:00 AM
August 5, 2021	Virtual Community Workshop	10:00 AM
August 19, 2021	Regular Meeting	10:00 AM
September 2, 2021	Public Hearing & Regular Meeting	3:00 PM
September 16, 2021	Virtual Community Workshop	10:00 AM