

RESOLUTION 2021-22

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE UNIVERSITY PARK RECREATION DISTRICT,
APPROVING THE COUNTRY CLUB MANAGEMENT
AGREEMENT WITH PARK BOULEVARD MANAGEMENT,
LLC; AUTHORIZING THE CHAIR TO EXECUTE THE
AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the University Park Recreation District (hereinafter the "District") is a recreational district created by Manatee County Ordinance 18-29 (the "Charter"), pursuant to the provisions of Chapter 418, Florida Statutes; and

WHEREAS, the District is empowered under the Charter and Chapter 418, Florida Statutes to operate and manage the Golf Course and other District property for the benefit of its residents, and in furtherance thereof to exercise the rights and privileges under the laws of the State of Florida; and

WHEREAS, the District desires to enter into a new agreement with Park Boulevard Management, LLC (PBM") to affirmatively manage the Golf Course and other District Property for the benefit of the District.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
THE UNIVERSITY PARK RECREATION DISTRICT:**

1. The Country Club Management Agreement, attached and incorporated herein by reference, as Exhibit "A" is hereby approved.
2. The Chair is authorized to execute the contract.
3. This Resolution shall supersede any resolutions in conflict and become effective upon its passage.

PASSED AND ADOPTED this 15th day of September, 2021.

ATTEST:


Secretary

**BOARD OF SUPERVISORS OF THE
UNIVERSITY PARK RECREATION
DISTRICT**


James Case, Chairman
vice chair Bill DiPaolo

3034858v1

Exhibit "A"

COUNTRY CLUB MANAGEMENT AGREEMENT

COUNTRY CLUB MANAGEMENT AGREEMENT

THIS COUNTRY CLUB MANAGEMENT AGREEMENT (the "Agreement") is made and entered into on October 1st, 2021 (the "Effective Date") by and between **UNIVERSITY PARK RECREATION DISTRICT**, a Florida recreation district duly constituted under the laws of the State of Florida and the Ordinances of Manatee County, Florida ("**UPRD**") and **PARK BOULEVARD MANAGMENT, LLC** a Florida limited liability company (the "**Manager**").

BACKGROUND OF THIS AGREEMENT

- A. UPRD owns certain real property located within the geographic area of the UPRD in Manatee County, Florida and buildings, structures and other improvements located thereon including a 27-hole golf course and practice facilities; a golf pro shop; a tennis and fitness center, tennis courts, a clubhouse with kitchen, restaurant, and bar facilities; administrative and community facilities; tennis courts; a croquet court; a golf cart storage facility; maintenance buildings and associated facilities (collectively, the "University Park Country Club").
- B. UPRD has, through its Board of Supervisors ("Board"), the responsibility of supervising the management of the University Park Country Club (also sometimes hereinafter referred to as the "Property" and further depicted in Exhibit A) and wishes to contract with professional management to provide consultation, advice, personnel, and day to day management and operation of the Property.
- C. The UPRD is utilizing the sole source purchasing process to ensure existing management is in place and continues to operate the Property on the effective date of the Agreement.
- D. Manager is a management company active in the management of country club facilities and has in its employ both management and service personnel experienced in the management and operation of all aspects of country club operations.
- E. UPRD desires to avail itself of the expertise, advice, assistance and services of Manager, as an independent contractor, to manage the Property for UPRD, upon the terms, conditions, and provisions hereinafter set forth.
- F. Manager does not have any role or relationship with UPRD that would, in effect, substantially limit UPRD's ability to exercise its rights under the Agreement. Specifically, Manager (and its directors, officers, shareholders, partners, members, managers and employees as applicable) holds, in the aggregate, no more than 20% of the voting power of the UPRD Board, the UPRD Board does not include an executive (e.g. a chairperson or chief executive officer) of Manager's governing body, and the chief executive officer of Manager is not an executive of UPRD (or a related party).

TERMS AND CONDITIONS OF THIS AGREEMENT

1. **BACKGROUND STATEMENTS** The above background statements are true and correct and are incorporated into this Agreement by reference.

2. **APPOINTMENT OF MANAGER; OBJECTIVES**

2.1 **Appointment of Manager.** Subject to the terms, conditions and restrictions of this Agreement, UPRD hereby retains and appoints Manager as UPRD's exclusive managing agent for the purpose of managing and operating the Property. Subject to the terms, conditions and restrictions of this Agreement, Manager, as UPRD's agent, shall have the authority and be responsible for all facets relating to the management of the operation of the Property as authorized by the UPRD Board. Manager hereby accepts such appointment upon and subject to the terms, conditions and restrictions herein contained and agrees to perform, as UPRD's agent, all of the services set forth in this Agreement. Regardless of any other language contained in this Agreement, it is expressly understood and agreed that this Agreement shall not create any employer-employee, joint venture, or partnership relationship, either express or implied, between Manager (or any person employed by Manager) and UPRD.

2.2 **Operational Standards.** Manager shall manage and operate the Property (i) in a first-class manner comparable to similarly situated country club facilities in the Manatee and Sarasota County area of Florida; (ii) in accordance with UPRD's policies and procedures related to purchasing, as adopted from time to time, copies of which have been provided to the Manager; and (iii) in accordance with the terms of this Agreement (collectively, the "**Operational Standards**").

3. **TERM & TERMINATION**

3.1 **Term.** The Term of this Agreement will commence on October 1, 2021, and terminate on September 30, 2024.

3.2 **Termination Without Cause.** Either party may terminate this Agreement at any time with or without cause upon ninety (90) days' advance written notice to the other party.

3.3 **Termination With Cause.** With respect to Manager, it shall be an event of default hereunder if any of the following occurs:

3.3.1 If Manager shall breach any material term or provision of this Agreement, and such material breach shall continue for a period of thirty (30) calendar days after written notice thereof shall have been given to Manager by UPRD, unless said breach cannot be cured within said thirty (30) day period, in which case Manager shall have such longer period of time as reasonably necessary to cure same so long as it is diligently prosecuting said cure, provided, however, the outside date for Manager to cure said breach shall be ninety (90) days from said notice.

3.3.2 If Manager, or its general manager or chief financial officer or other management-level employee of Manager is convicted of any act of fraud or theft against

UPRD or the Property or violates the Manager's employee handbook or any applicable employment law or regulation.

If any event of default by Manager shall occur and be continuing, UPRD may forthwith terminate this Agreement by written notice to Manager.

3.4 Effect of Termination. All obligations arising under this Agreement shall be null and void as of the termination date, except for (a) Manager's obligations to turn over all books, records, monies and personal property to UPRD or anyone UPRD may designate in writing, (b) UPRD's obligations to pay Manager for services rendered up to, and including the termination date and (c) any other provisions of this Agreement that by their terms will survive termination.

4. ANNUAL BUSINESS PLAN & BUDGET; OPERATING EXPENSES

4.1 Definitions.

4.1.1 "Operating Expenses" means the cost for all utilities; costs of goods sold; compensation and expenses of the management staff and other employees directly employed on site at the Property; advertising and promotion; repairs and maintenance costs; insurance premiums, the rent payments for any leased maintenance equipment and golf carts, including capital and operating leases; and all other expenses relating to the operation of the Property.

4.1.2 "Gross Revenue" means all income generated by the Property from any and all sources.

4.1.3 "Country Club Account(s)" means one or more accounts established by UPRD and designated by it as the account into which Gross Revenue shall be deposited and out of which Operating Expenses shall be paid.

4.1.4 "General Manager" means the person designated by the Manager to supervise and oversee all of Manager's obligations hereunder.

4.1.5. "Annual Business Plan" Manager will prepare and submit the Annual Business Plan to UPRD on or before May 1. The Annual Business Plan will include, but will not be limited to:

4.1.6 An annual budget (the "Annual Operating Budget") utilizing a chart of accounts that conforms in all material respects to country club industry standards currently used by the manager.

4.1.7 A marketing plan.

4.1.8 A schedule of dues, fees and other charges.

4.1.9 Capital expenditures

4.1.10 Personnel expenses

4.2 Approval of Annual Business Plan by UPRD. During the thirty (30) day period following receipt of each proposed Annual Business Plan (the “Business Plan Review Period”), UPRD will review the same and propose revisions to the Manager. UPRD and the Manager shall negotiate any changes in good faith and agree on revisions within the Business Plan Review Period. UPRD will approve the Annual Business Plan within thirty days following expiration of the Business Plan Review Period. Once approved by UPRD, such newly approved Annual Business Plan shall replace the prior Annual Business Plan. In the event of an Annual Business Plan is not approved by UPRD within thirty days following expiration of the Business Plan Review Period, Manager shall continue operating the Property pursuant to the Annual Operating Budget then in effect, subject to increases in Operating Expenses (as herein defined) necessary and directly related to (i) changes in membership levels, (ii) increases/decreased in Gross Revenue (as herein defined), and/or (iii) other matters beyond the control of Manager, until such time as UPRD and Manager agree upon the appropriate replacement Annual Operating Budget.

4.3 Changes to Annual Business Plan. From time to time, Manager may consider it advisable to propose changes to the currently approved Annual Business Plan (including the Annual Operating Budget). In that event, Manager will discuss the proposed changes with UPRD, and UPRD will make the final determination as to what changes, if any, will be made to the previously approved Annual Business Plan based on UPRD’s sole discretion.

4.4 Operating Expenses. As UPRD’s Agent, Manager shall pay all Operating Expenses of the Property consistent with the Annual Operating Budget or otherwise expressly authorized pursuant to this Agreement or approved by UPRD, and UPRD shall provide sufficient funds to cover all such Operating Expenses. In the event that funds in the Country Club Accounts are not sufficient to cover Operating Expenses, Manager shall advise UPRD of the shortfall or potential shortfall and UPRD shall deposit additional funds into the Country Club Accounts in a timely manner in accordance with Section 5.2 and subject to items (i), (ii) and (iii) of Section 4.5.2, in order to ensure that sufficient funds are available to meet the operational requirements of the Property as they become due and payable. Manager shall have no obligation whatsoever to cover any Operating Expenses or to contribute funds to any Country Club Account.

4.4.1 General Manager shall monitor the cash flow and cash requirements of the Property and shall prepare and deliver monthly cash flow forecasts and reports to UPRD.

4.4.2 General Manager may cause the Property to incur any Operating Expense: (i) that is included in the approved Annual Operating Budget; (ii) that is needed to remedy any emergency situation that, in General Manager’s professional judgment is potentially hazardous, unsafe or damaging to the Property or any person, provided that the amount required for such remedy does not exceed Twenty five Thousand Dollars (\$25,000) or such higher amount as is approved in writing by the UPRD Board Chairman or the UPRD Board Treasurer; or; or (iii) is otherwise expressly approved by UPRD in writing. Except as provided in the preceding sentence, General Manager shall not incur any expense whatsoever that is not consistent with the Annual Operating Budget without the prior written consent of UPRD. General Manager shall apply all commercially reasonable and

appropriate measures to control the amount and frequency of such expenses. Except as provided in Section 4.4.3, if the General Manager deviates from the Annual Operating Budget for any reason, the General Manager will notify UPRD in writing within ten (10) days thereafter.

4.4.3 General Manager may reallocate Operating Expenses among departments set forth in the approved Annual Operating Budget, provided that the aggregate Operating Expenses in the applicable department in the Annual Budget are unaffected, and further provided that UPRD is notified in writing of the reallocation on the next monthly financial reports to UPRD. Notwithstanding anything in this Agreement to the contrary, unbudgeted minor expenditures unforeseen at the time of preparation of the Annual Budget, and reasonably deemed necessary by General Manager, may be made without UPRD's authorization, provided that unbudgeted expenditures aggregating more than Ten Thousand Dollars (\$10,000) in any month, or more than Fifty Thousand Dollars (\$50,000) in any year, may not be made without UPRD's written approval in advance.

4.5 Capital Expenditures. Except as provided in Section 4.2.2, the Manager will make no capital expenditures that are not included in the Annual Business Plan unless approved by the UPRD Board. If the Manager determines that it is necessary to make a capital expenditure that is not included in the Annual Business Plan, the Manager shall inform the UPRD Treasurer. If the UPRD Board Treasurer agrees that such capital expenditure is required, the Treasurer shall bring the request to the UPRD Board for approval.

5. DUTIES OF THE MANAGER

5.1 General Duties and Responsibilities of Manager. Manager, acting as UPRD's agent and on behalf of UPRD, shall be responsible for the management, operation, organization, administration and maintenance of the Property in accordance with the Operational Standards that may be established by the UPRD Board. the Annual Business Plan (including the Annual Operating Budget), the terms of this Agreement, and subject to available working capital provided by UPRD or Property operations that may be established by the UPRD Board. Manager shall have the authority and responsibility to exclusively operate and manage the Property and manage Capital Replacements (as defined in Section 5.4) in such manner as Manager, in its professional discretion, deems most likely to accomplish the objectives set forth in the Annual Business Plan and this Agreement. The responsibilities of Manager under this Agreement shall include (without limiting the generality of the foregoing and subject to the Operational Standards, the Annual Business Plan, the Annual Operating Budget, the terms of this Agreement and available working capital provided by UPRD or Property operations) the following:

5.1.1 Prepare and submit for UPRD approval, in accordance with Section 4.3, an Annual Business Plan and Annual Operating Budget for the Property.

5.1.2 Oversee the collection and deposit of all Gross Revenue and the payment of all Operating Expenses from Gross Revenue or from other sources as contemplated in this Agreement.

5.1.3 Acting on behalf of UPRD and in accordance with the Annual Operating Budget and the Operational Standards, enter into, in the name of the UPRD, service contracts and vendor agreements as necessary to support the operation and maintenance of the Property. Such agreements may include, but may not necessarily be limited to: janitorial services, waste collection and disposal services, linen or uniform services, pest control services and the like. Manager shall use commercially reasonable efforts to negotiate with vendors to include a right of cancellation on not more than thirty (30) calendar days' notice for any service contracts, vendor agreements or any other written contracts and/or agreements entered into on behalf of UPRD by Manager (collectively "Service Contracts"). Except with respect to any Service Contract the funds for which are contemplated in the Annual Operating Budget, which Service Contracts shall be deemed to have been approved by UPRD, the prior written consent of UPRD shall be required in connection with any Service Contract with aggregate payment obligations exceeding Fifty Thousand Dollars (\$50,000), ~~which consent shall not be unreasonably withheld or delayed.~~

5.1.4 On behalf of UPRD and in accordance with the Annual Operating Budget and the Operational Standards, purchase operating supplies, equipment and inventories as necessary to support the operation and maintenance of the Property.

5.1.5 Monitor compliance with pre-existing lease obligations or other contractual obligations assumed by UPRD in the course of taking title to the Property, and make recommendations regarding new leases or contracts as necessary to support the operation and maintenance of the Property.

5.1.6 Use commercially reasonable efforts to ensure that all Property facilities and Property operations conform in all material respects to the requirements of local, county, state and/or federal regulations, licenses, orders, permits and similar requirements.

5.1.7 Use commercially reasonable efforts to monitor the University Park Country Club property and facilities for situations that are unsafe or hazardous and if such situations are determined to be present, take immediate steps to remedy the situation in a cost-effective manner pursuant to Section 4.5.2.(ii). Manager shall notify UPRD within a reasonable time of any situations that Manager has identified as unsafe or hazardous and the remedial actions undertaken or proposed.

5.1.8 Perform such other tasks, upon the reasonable request of UPRD, as are customary and usual in the operation of a club and golf course of a class and standing consistent with the Property.

5.1.9 The Manager recognizes that the ultimate responsibility for success rests with the UPRD Board and will make its best efforts to implement policies, priorities, plans and instruction as may be provided by the UPRD Board.

5.2 Financial and Banking Matters. UPRD shall establish one bank account as the Country Club Account(s) and shall designate the General Manager, the Finance Director, the Director of Property and Facilities and the UPRD Board Treasurer as signatories. The General Manager's, Finance Director's, and Director of Property and Facilities' signature authority is limited to \$50,000 (except transfers to pay payroll); expenditures greater than \$50,000 (except

transfers to pay payroll) shall require a counter signature by either the UPRD Board Chairman or Treasurer. For the avoidance of doubt, each of the General Manager, Finance Director and Director of Property and Facilities shall have the authority, acting singly, to make transfers in excess of \$50,000 for payroll purposes only. Notwithstanding the foregoing, signatories on any expenditures shall comply with the provisions of the UPRD Charter (Manatee County Ordinance 18-29).

5.2.1 Oversee the collection and deposit into the Country Club Account all Gross Revenue.

5.2.2 Oversee the payment of all Operating Expenses from the Country Club Accounts.

5.2.3 Review and approve in advance all Service Contracts, leases and significant vendor relationships.

5.2.4 Within fifteen (15) calendar days following the close of each month, provide to UPRD monthly financial reports disclosing variances between budgeted amounts and actual amounts to date.

5.2.5 Perform the accounting and financial services listed below in respect of the operations of the Property:

(a) All accounting and bookkeeping responsibilities in accordance with GAAP and standards established by Florida law, except preparation of the UPRD's federal income tax returns.

(b) Reconciliation of cash accounts within ten (10) days following electronic statement availability.

(c) Management of the annual independent audit.

(d) Bidding, analysis and management of all insurance coverage.

(e) Management and monitoring of the Purchase Order system.

(f) Checking accuracy of vendor and contractor invoices and issuance of 1099 forms where required.

5.3 Personnel and Employment Matters. All personnel employed at the Property shall at all times be employees of Manager.

5.3.1 Manager shall be responsible to (i) hire, train, supervise, discipline, discharge, and promote all employees at the Property, (ii) establish their compensation and fringe benefits, and (iii) generally establish and maintain all policies relating to employment and employment benefits, all subject to the UPRD Annual Operating Budget.

5.3.2 All costs of every kind and nature pertaining to all employees at the Property (including the General Manager) arising out of an employer-employee relationship,

including, without limitation, salaries, wages, fringe benefits, bonuses, relocation costs, severance payments, medical and health insurance, pension plans, social security taxes, workers' compensation insurance, costs associated with employee recruitment or separation, employment-related legal costs, and costs incurred in connection with governmental laws and regulations and insurance rules, shall be an expense of UPRD and be deemed an Operating Expense of the Property, subject to the UPRD Annual Operating Budget. All salaries, wages and such other employment-related costs shall be invoiced by the Manager of the UPRD and paid by the UPRD when due out of the Country Club Account. Any such amounts ("Compensation") that are not paid when due because of insufficient revenues of the Property will accrue interest at a rate of 3% per year and UPRD will pay such unpaid Compensation in full no later than the earlier of (i) five years from the date the Compensation was originally due, and (ii) termination of agreement, subject to the UPRD Annual Operating Budget.

5.3.3 No Compensation will be based on net profits (or gross revenues and expenses) or net losses of the Property, and no amount paid to a related party of the Manager for services or goods provided by that party for the Property will be based on net profits (or gross revenues and expenses) or net losses of the Property, and all such amounts paid in Compensation or to a related party will be comparable to fees charged for providing similar services at similarly situated country club facilities.

5.4 Capital Replacements. UPRD recognizes the necessity of replacement of equipment and other items utilized in the operation of the Property due to age, wear, condition or obsolescence ("Capital Replacements"). Manager shall prepare estimates of the necessary expenditures for Capital Replacements for each year and shall include such amounts in the Annual Business Plan. The costs and expenses for all Capital Replacements shall be paid out of the Country Club Accounts to the extent funds are available, unless the UPRD authorizes and makes available additional funds for Capital Replacements. Notwithstanding anything in this Agreement to the contrary, UPRD must approve any disposition of any property that is part of the Property financed with bonds issued by UPRD.

6. INSURANCE

6.1 Required Coverage. Manager, on behalf of and in the name of UPRD, will procure and maintain, at all times during the term of this Agreement, a minimum of the following insurance:

6.1.1 Insurance on the University Park Country Club and contents, including the golf course, all buildings, and other structures and the contents thereof, including without limitation the furnishings and equipment and operating inventories, against loss or damage by fire, lightning or any other perils insurable under the form of "all risk" coverage then available (including specifically irrigation and/or sprinkler system leakage damage, vandalism and malicious mischief, if available), in an amount equal to the full replacement value of the improvements and contents and with no co-insurance provisions. Manager shall be named as an additional insured.

6.1.2 Business interruption and extra expense insurance covering actual losses sustained due to fire, lightning and other perils insurable under the form of "all risk"

coverage than available (including specifically irrigation and/or sprinkler system leakage damage, vandalism and malicious mischief, if available) in an amount equal to the annual business interruption values and with no co-insurance provisions.

6.1.3 Comprehensive public liability insurance, including bodily injury, personal injury, property damage, products liability, contractual liability covering the provisions of this Agreement, and liquor liability, in an amount not less than Five Million Dollars (\$5,000,000.00) single limit combined primary and umbrella coverage.

6.1.4 Automobile liability, including non-owned and hired car coverage, in an amount not less than One Million Dollars (\$1,000,000.00) single limit per occurrence.

6.1.5 Workers compensation insurance covering all employees of the Manager.

Manager shall provide UPRD with certificates of such coverages on an annual basis.

6.2 Annual Approval by UPRD. The foregoing insurance coverage and limits shall be reviewed by the UPRD Board annually during the Business Plan Review Period.

6.3 Rating of Insurance Companies. All insurance coverage provided for under this Section 6 shall be secured through policies issued by insurance companies licensed in the State of Florida of good reputation and of sound and adequate financial responsibility having a general policy holder's rating of not less than "A" and a financial rating of not less than Class "X" in the most current edition of Best's Insurance Reports.

6.4 Notice of Claims. UPRD and Manager shall give prompt notice to the other of any third-party claims made against either or both of them, and shall cooperate fully with each other and with any insurance carrier to the end that all such claims will be properly investigated, defended and adjusted. Manager shall not hire any attorneys to defend any such claim against UPRD without UPRD's consent and without the consent of the applicable insurance carrier.

7. OBLIGATIONS AND RIGHTS OF UPRD

7.1 Obligations of UPRD. UPRD shall cooperate with Manager to enable Manager to carry out its obligations and responsibilities under this Agreement. This cooperation by UPRD shall include, but shall not be limited to, the following:

7.1.1 Performing all contractual obligations to which it is, at any time, a party relating in any way to the Property, including, without limitation, those agreements which Manager enters into on behalf of UPRD pursuant to this Agreement.

7.1.2 Cooperating with Manager and promptly responding to all inquiries and requests for information, documentation or approvals to enable Manager to carry out its obligations under this Agreement.

7.1.3 To the extent that funds are not available from the Country Club Accounts, payment for all Operating Expenses of the Property as contemplated in the Annual

Operating Budget or otherwise authorized in accordance with this Agreement and funding of all Capital Replacements.

7.2 UPRD's Inspection and Audit Rights. UPRD shall be entitled to inspect, review and audit at any time during normal hours of operation all of Manager's books and records and accounts and financials records, to the extent relating to the Property, upon delivery of written notice to Manager at least twenty-four (24) hours in advance.

7.3 Computer Software. All computer systems and software used by the Manager for the management of the Property shall belong to the UPRD.

8. MISCELLANEOUS

8.1 Assignment. This Agreement cannot be assigned in whole or in part by either party without the express written consent of the other party.

8.2 Venue and Governing Law. Should there be any dispute between the parties to this Agreement that results in litigation, the parties agree that any litigation will occur in Manatee County, Florida. Any disputes will be adjudicated under the laws of the State of Florida. The prevailing party in any dispute will receive its reasonable attorney's fees and costs.

8.3 Entire Agreement and Amendments. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No other oral or written agreements exist between the parties that would in any way substitute, modify or amend this agreement. Any amendments or modifications to this agreement must be contained in a written document executed by the parties.

8.4 No Inconsistent Tax Position. The Manager covenants not to take a tax position inconsistent with it being a Manager of the Property.

8.5 Public Contract. The following provisions are included pursuant to Florida Statutes Section 119.0701.

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

**PFM GROUP CONSULTING, LLC
3501 Quadrangle Boulevard
Suite 270
ORLANDO, FL 32817
ATTN: Vivian Carvalho**

The Manager will comply with public records laws, specifically, the Manager will:

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

8.6 E-Verify. The Manager shall comply with the requirements of Section 448.095, Florida Statutes. Further, if Manager utilizes a subcontractor, the Manager shall require the subcontractor to comply with the requirements of Section 448.095, Florida Statutes.

8.7 No Recording. This Agreement is a contract between the Manager and a State of Florida recreation district and consequently is available for review and inspection by the public. The Agreement will be available on the UPRD website, but it shall not be recorded in the public records of any government.

8.8 Counterparts. This Agreement may be executed in multiple counterparts by the parties and all of the counterparts, taken together, will constitute one and the same instrument.

8.9 Validity Based Upon Delegation. This Agreement is valid only to the extent that the Board of Supervisors of UPRD is authorized to delegate specific duties and responsibilities pursuant to the UPRD charter and applicable documents and the laws of the State of Florida. The UPRD will hold Manager harmless for any claims of wrongful delegation by the UPRD.

8.10 Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

8.11 Schedules & Exhibits. All of the schedules and exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

8.12 Successors. The provision of this Agreement shall be binding upon and shall inure to the benefits of all parties hereto and their respective successors and assigns.

8.13 Waiver. No waiver of any of the terms of this Agreement shall be valid unless such waiver is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

8.14 Construction of this Agreement. The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect thereof.

8.15 Authority to Execute. Each of the parties hereto covenants to the other that it has the lawful authority to enter into this Agreement and that the officer executing this Agreement has the authority to do so and to bind his or her respective party.

The parties have executed this Agreement as of the Effective Date.

UPRD:

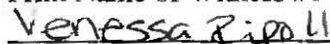
University Park Recreation District, a Florida Recreation District



Signature of Witness #1

Vivian Carvalho

Print Name of Witness #1



Signature of Witness #2

Vanessa Ripoll

Print Name of Witness #2

By:



Print Name Bill DiPaolo

Title: Vice Chair

MANAGER:

Park Boulevard Management, LLC, a Florida limited liability company



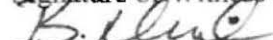
Signature of Witness #1

Jennifer Everingham


Print Name of Witness #1

Brian Niehaus

Signature of Witness #2



By:



Print Name: THOMAS A CHRISTOPHER

Title: PRESIDENT UPCA

Print Name of Witness #2

Exhibit A

[See Attached Map of University Park Country Club Real Property]

