

12-2006-284  
9-16-2006

MANAGEMENT AGREEMENT FOR  
ORANGEBROOK GOLF AND COUNTRY CLUB

This Agreement is entered into as of the 23 day of April, 2007, by and between the City of Hollywood, Florida, a municipal corporation ("City"), and JCD Golf of Florida, Inc., a Florida corporation, d/b/a JCD Sports Group ("Manager").

WITNESSETH:

WHEREAS, City owns certain real property described on Exhibit A attached hereto and improvements thereon ("Orangebrook" or the "Premises") and desires to engage Manager to manage and operate the same in accordance with the terms and conditions of this Agreement;

WHEREAS, Manager desires to manage and operate the Premises in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. Definitions

The following terms shall have the meanings set forth below, unless the context otherwise requires:

"Contract Administrator" means City's Golf Contract Manager.

"Director" means the Director of City's Department of Parks, Recreation and Cultural Arts or his or her authorized representative.

"Gross Revenues" shall mean and include all moneys, charges, revenues, fees, interest, income or things of value paid or payable to or received by Manager arising out of or derived from the operation of the Premises from all sources, including but not limited to the sale of memberships and pro shop merchandise, the use of the driving range, locker rentals, club rentals, cart rentals, greens fees, food and beverage, and banquet services. In the event Manager is permitted to subcontract a portion of the agreement area, then Gross Revenues shall include all income contractually due the City or the Manager.

"Operating Expenses" shall mean and include all commercially reasonable operating expenses incurred in the operation of the Premises, including but not limited to the cost of goods, payroll, insurance (except as otherwise provided herein), utilities, taxes, accounting, capital improvements contained in the operating budgets approved under Section 12 of this Agreement, debt service, repair and maintenance, advertising and promotion.

2. Engagement of Manager

City hereby engages Manager, and Manager agrees to manage and operate the facilities as hereinafter set forth. Manager shall oversee the operation and maintenance of Orangebrook, including the supervision of the golf courses, facilities and ancillary support services defined as pro shop, driving range, food and beverage, banquet services, marketing/promotions, parking, starter/rangers, and administration/cashiers for a fee utilizing a budget jointly developed by Manager and City's Parks, Recreation and Cultural Arts Department and approved by the City Commission. City will receive all Gross Revenues and accept direct or indirect responsibility for all Operating Expenses.

3. Term

Manager's engagement will be for a term of five (5) years commencing on October 1, 2006 and ending September 30, 2011 except as otherwise provided in Section 26 below. This agreement may be renewed for an additional five (5) year period under the same terms and conditions by written notification by JCD prior to June 30, 2011 and upon City Commission approval.

4. Independent Contractor

In performing services under this Agreement, Manager will be an independent contractor and not an employee of City, and nothing herein will cause either party to be construed as a partner or joint venturer of the other.

5. Monthly Meetings

The parties shall meet at least monthly to discuss any concerns they may have about this Agreement and Manager's operations at Orangebrook pursuant to this Agreement, including budget issues, marketing, proposed capital improvements, proposed policies and food and beverage service. The Director will designate City's representatives to attend these meetings. Manager's general manager and/or golf course superintendent will attend each of these meetings.

6. Payment of Operating Expenses

Manager represents that it pays its employees on every other Friday. Not later than the Tuesday immediately preceding a payday, Manager shall submit to City its payroll for the Premises that will become due the following Friday. This submittal will be in the form of a payroll journal or any other documentation City deems necessary to verify Manager's payroll costs. City shall wire to Manager an amount sufficient to cover the payroll as shown in Manager's submittal. If Manager fails to submit its payroll by the Wednesday immediately preceding a payday, City shall not be required to make the required wire transfer sooner than 48 hours after City receives Manager's payroll.



City has established an imprest account (the "Account") for the sole purpose of paying all budgeted Operating Expenses other than Manager's payroll. The Account will be a checking account, with appropriate back up documentation of issued checks.

Although funds in the Account will at all times be City funds, Manager's representatives, as identified in Section 33 below, will be authorized to sign checks on the Account; provided, however, that all checks in excess of \$10,000.00 will be co-signed by City's Director of Financial Services or City Treasurer. In addition to Manager's representatives, the Contract Administrator and City's Director of Financial Services or City Treasurer will also be authorized to sign checks not in excess of \$10,000.00.

City has made an initial deposit to the Account in the amount of \$100,000.00. Every two weeks Manager shall submit to City a reimbursement package containing copies of invoices paid and checks issued and any other documentation City deems necessary. This reimbursement package will be in a format acceptable to the City. Upon receipt and approval of such reimbursement package, City shall promptly reimburse the Account in an amount equal to the sum of all payments made from the Account as shown in the reimbursement package. Invoices for parts submitted to City for reimbursement will specify the individual equipment to which the invoiced parts were applied. All packing slips, delivery slips, and invoices will specifically refer to Orangebrook Golf and Country Club.

At all times during the term of this Agreement, City's obligations to wire funds for Manager's payroll and to reimburse the Account are subject to Manager's allowing City to audit Manager's books to verify that Manager has complied with all requirements necessary to trigger such obligations.

#### 7. Revenues

Gross revenues will be received by Manager on behalf of City. Manager's cash receipting and related equipment to collect and account for revenues will provide adequate accounting controls and reporting capabilities and will be subject to City's prior approval. Manager shall collect, balance, account for and deposit all cash, check and credit card receipts in accordance with written procedures approved by City. Manager shall account for all daily revenues by preparing a daily cash report, which is forwarded to City's Treasury Division on a daily basis for timely posting to City's accounting system. The form and content of the daily cash report will be subject to City's prior approval. Manager shall take all necessary steps, to City's satisfaction, to ensure that all receipts are adequately safekept until deposited. City shall provide daily armored car service to pick up and deliver all cash receipts to be deposited at City's bank. City shall have the right to conduct both scheduled and unscheduled audits of Manager's cash handling and customer receipting procedures.

Manager shall keep separate records of each of the following activities at Orangebrook:

- A. Driving range,
- B. Pro shop merchandise,

- C. Golf courses, and
- D. Food and beverage service.

8. Audits, Accountings and Records

Manager shall render an accounting to City or its duly authorized agents upon request. It shall be the duty of Manager, on a monthly basis, to prepare a complete, detailed report on forms approved by City of all revenues and receipts for each month from whatever source derived and of all expenses and furnish each report to City by the twentieth (20th) day of the following month. All cash register tapes and all other data supporting revenue collections from whatever source derived and all invoices and all other data supporting expenses shall be retained for the term of this Agreement for inspection and verification by City or its duly authorized agents. Complete records shall be made available at all times for check and audit by City or its designee.

Financial reports shall be supported by such revenue schedules as are necessary to provide assurances as to Gross Revenues.

Manager shall maintain current records on all of its operations under this Agreement. Upon demand by City, Manager shall make all such records available to City.

Manager shall at all times maintain accurate books and records evidencing all Gross Revenues and Operating Expenses. Manager shall provide City with certified reports showing its daily, monthly, quarterly and annual Gross Revenues and Operating Expenses, as well as copies of all sales tax reports filed by Manager with the State of Florida. Upon reasonable request by City, Manager's complete books and records will be made available for inspection by City's representatives in order for City to determine accurately the Gross Revenues and Operating Expenses and any amounts that may be due to Manager or City under this Agreement.

Not later than thirty (30) days after the end of this Agreement, Manager shall submit to City a detailed statement of Gross Revenues and Operating Expenses. Not later than thirty (30) days after receipt, City shall notify Manager whether City has accepted said statement. This paragraph will survive expiration or earlier termination of this Agreement.

9. City's Right to Enter Premises

City has the right to conduct spot inspections of the Premises, with or without giving advance notice to Manager, and to use golf cart(s) located on the Premises to conduct such inspections. City will also have the right to enter the Premises for any other purpose incidental to the rights of City. Except for emergency situations, City inspections will not hinder or interfere with the normal operation of the Premises.



10. Utilities

All utilities accounts, including electricity, heating, cooling, telephone, water, sewer, and sanitation, have been placed under the name of the City of Hollywood/Orangebrook Golf and Country Club.

11. Taxes

During the term of this Agreement, City shall be responsible and liable to pay for any and all federal, state and local taxes, fees, assessments and charges legally due and owing as a result of the use of the Premises.

12. Operating Budget

Not later than April 15 of each year, Manager shall submit, for City's review, a proposed operating budget for the next fiscal year (October 1 to September 30). Not later May 15<sup>th</sup>, the City Manager or his or her designee shall either tentatively approve said budgets and submit them to the City Commission for final approval or notify Manager of his or her desire to commence negotiations regarding the budgets. The parties intend that the budgets will be finally approved not later than the same time as the City's General Operating Budget.

Separate and apart from the operating budgets but at the same time the operating budgets are submitted, Manager shall submit written recommendations to City regarding capital improvement projects. Capital projects will not be commenced until approved in writing by City.

In the event that it appears reasonably likely, during the term of this Agreement, that there will be an actual net operating loss for the term covered by a budget, the parties shall meet and attempt to reach agreement on an expense reduction plan. The Director may also submit a written request to Manager for a plan to reduce Operating Expenses or increase Gross Revenues to a level that will eliminate the net operating loss. Manager shall submit a written expense reduction plan within fifteen (15) days of the meeting or Manager's receipt of the Director's written request. If and when the expense reduction plan is approved by City, the budget will be amended accordingly.

13. Golf Course Maintenance

A. Scope of Service

Manager shall provide quality maintenance of all aspects of the golf course operation as described herein to include, but not be limited to, playing surfaces, including driving range, irrigation, landscaping, tree trimming, equipment/vehicle maintenance, building/structure maintenance, aquatic maintenance, cart paths, driveways, parking lots, sidewalks, lighting and signage. Manager shall furnish all labor required to professionally maintain and improve upon the facilities under its responsibility.

Manager shall ensure that the general manager and course superintendent are available during normal working hours with authority to speak with the Director on all operational and course maintenance issues.

All of Manager's maintenance personnel will be supervised by Manager's golf course superintendent, who will be a full-time and on-site Class "A" GCSAA (Golf Course Superintendents Association of America) superintendent with a minimum of five (5) years' experience a warm season turf grass environment.

City has acquired, within the budget process, new maintenance equipment as appropriate or deemed necessary. Such newly acquired equipment will be owned by City. Manager shall consult with City prior to the budget process and any other appropriate time to determine the pieces of the existing maintenance fleet that are the most appropriate for replacement.

Manager shall maintain all equipment in good working order and according to the manufacturer's recommended maintenance specifications or better, including, but not limited to, keeping detailed records of maintenance performed on each major piece of equipment and providing the Contract Administrator with monthly reports detailing the prior month's scheduled preventive maintenance done on each major piece of equipment. Manager shall keep preventive maintenance schedules and detailed logs of work performed on each piece of equipment on-site. Manager shall document clearly in an equipment log all work performed on equipment.

Manager shall be responsible for the purchase, using City purchasing procedures and guidelines and on behalf of City, of all supplies, materials, and service required to fulfill the terms of this Agreement.

Manager may make improvements or alterations to the Premises with prior written approval of the City Manager or his/her designee. Such improvements or alterations made to the golf courses and other facilities shall become the property of City, although Manager will be responsible for the maintenance thereof during the term of this Agreement.

Maintenance of landscaping and the golf courses includes fertilization, watering, replanting, cutting, mowing, periodic trimming, and removal of tree and shrub trimmings and sod, as necessary.

Manager shall exercise reasonable care in the custody of all buildings and property of City placed in its hands in connection with this Agreement and shall set up such rules and regulations as are necessary for the personnel under its direction to ensure a minimum of wear, tear, breakage and depreciation of all City property.

Manager shall be solely responsible for ensuring the payment, on behalf of City, of all applicable charges, including required deposits, for gas, electricity, water, sewer, irrigation and telephone service necessary to carry on its operation under this Agreement.



Maintenance, as used in this Agreement, includes the upkeep of all fixtures, furnishings and equipment that may be provided by City under this Agreement in order to preserve it in efficient, usable, working order for the purpose that it is used, and for its normal usable life expectancy. Maintenance includes, but is not necessarily limited to, periodic servicing, repairs, replacement of parts after breakdown, and such other functions as are necessary to preserve and conserve said furnishings, fixtures, and equipment. Maintenance also includes the replacement of worn out, unrepairable or obsolete furnishings, fixture or equipment.

Maintenance, as used herein, shall not include major repairs to building(s) due to partial or total destruction of the Premises herein.

A supplemental goal of this Agreement is to propose on-going programs to improve the facility, primarily, but not exclusively, through the eradication of weeds, improvement of drainage, and creation of wildlife preservation areas.

The ownership and operational oversight of the golf courses will remain the right of City. Manager will operate under the general supervision of the Director of Parks, Recreation, and Cultural Arts or his/her designee.

Manager shall provide sufficient, qualified and experienced personnel to satisfy all requirements of this Agreement to include Spray Technicians, Irrigation Technicians, Equipment Operators, and Mechanics.

Manager is responsible for obtaining and maintaining all licenses and permits required by any Federal, State, or Local agencies in conjunction with the performance of the services specified herein.

Manager shall give first hiring preference to personnel currently employed in a similar capacity at Orangebrook at current rate of pay.

#### B. Specifications and Standards

All golf course greens, tees, fairways, and cart path areas shall be at a first class level of maintenance that is equal to or greater than that of competing courses. The latest U.S.G.A. recommendations are to be used as a maintenance guide unless otherwise provided herein or jointly agreed to by Manager and the Director. In the event of a difference between or among the specifications with respect to a particular issue, Manager shall comply with the provision containing the more stringent requirements as to that issue.

#### 14. Insurance Requirements

Without limiting any of the other obligations or liability of Manager, Manager shall provide and maintain in force throughout the term of this Agreement the insurance coverages set forth in this section. Manager shall furnish original certificates to, and receive approval by, City's Risk Manager prior to the commencement of any work. Any subcontractor used by Manager shall supply such

similar insurance required of Manager. Certificates for required liability insurance shall name City as an additional insured.

The policy(ies) must be endorsed to provide City with thirty (30) days' notice of cancellation and/or restriction. Policies shall be issued by companies which are authorized to do business under the laws of the State of Florida, have adequate policyholders and financial ratings in the latest ratings of A.M.Best, are part of the Florida Insurance Guarantee Association.

A. Comprehensive General Liability

Commercial general liability insurance with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising injury	\$1,000,000
Each occurrence	\$1,000,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this Agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

B. Commercial Automobile Liability

Comprehensive automobile liability insurance with not less than the following limits:

Combined Single Limit	\$ 300,000
-----------------------	------------

Coverage shall include contractual liability assumed under this Agreement, owned, hired and non-owned vehicles.

C. Liquor Liability Insurance

Liquor liability insurance with limits of not less than \$1,000,000.

D. Workers' Compensation Insurance

Workers' compensation insurance covering Manager and Manager's employees not less than the following limits:

E.L. Each Accident	\$ 100,000
E.L. Disease Policy Limit	\$ 500,000
E.L. Disease Each Employee	\$ 100,000

City reserves the right to require other insurance coverages it deems necessary depending upon the exposures.



15. Indemnification

Manager shall indemnify, hold harmless and defend City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by City from (A) any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or negligent act of Manager, its agents, servants, or employees, in the performance of services under this Agreement, (B) any breach or misconduct by Manager of this Agreement (C) any inaccuracy in or breach of any of the representations, warranties or covenants made by Manager herein, (D) any claims, suits, actions, damages or causes of action arising during the term of this Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of performance of this Agreement by Manager and Manager's agents, employees, invitees, and all other persons, and (E) any claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the presence of Manager and/or Manager's agents, employees, invitees, and all other persons on the Premises. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way City's rights, privileges, and immunities as set forth in Florida Statutes 768.28. Any claim paid by Manager pursuant to this paragraph will not be deemed an Operating Expense.

16. Scope of Services to Oversee the Operation of Golf Course Facility

Maximum greens fees, cart fees, club rental fees, driving range fees, membership fees and related fees must be approved by the City Commission and shall be set at levels competitive with other public owned and professionally managed courses in the South Florida area. Manager shall charge no more than the maximum existing approved fees until changed by the City Commission, and Manager may recommend changes to fees from time to time, subject to City Commission approval. Manager shall prepare written rules and regulations concerning the use of the golf courses, clubhouse and related facilities and such written rules and regulations shall be submitted to City's representative for its approval, which approval will not be unreasonably withheld. Any and all stationery, score cards, and signs identifying the premises subject to this Agreement shall clearly identify said premises as the Orangebrook Golf and Country Club.

Manager shall supervise sufficient and competent employees to professionally and properly manage and operate said golf courses, including a PGA or LPGA professional.

Manager, its subcontractors and concessionaires shall be obligated to make certain that all required Federal, State and local licenses and permits are obtained and all sales and excise taxes required for the operation of the Premises are paid in a timely fashion. At City's request and to the extent permitted by law, Manager shall pay, on behalf of City, to the State of Florida all sales taxes collected by Manager on revenues derived from the operation of the Premises.

Manager shall supervise the operation of all golf club facilities, including operation of the golf course, operation of the pro shop, electric carts, locker rooms, locker rentals and all restaurant, bar, lounge, banquet and valet facilities.

Manager shall ensure that it and its subcontractors and concessionaires make provisions for sufficient staff to serve the public, full maintenance operations of the courses and grounds, clubhouse, parking area and all other facilities and other services normally provided by a full service golf course operation.

Manager shall at all times maintain a fleet of golf rental carts for use by golfers. Manager shall also continue to maintain the six (6) City-owned Special Events golf carts. Manager shall not allow golf course maintenance employees to use any of the lease fleet golf carts in the performance of their duties.

Manager shall at all times hereunder stock and display a reasonable supply sufficient to satisfy demand of golf equipment, supplies and apparel, which shall be offered for sale to the public, and particularly to the patrons of the golf courses, at competitive prices comparable with the prices charged for equipment, supplies, and apparel at other public golf courses in the area.

Manager shall keep the premises and facilities open to all persons, regardless of sex, race, color, creed, age or national origin.

Manager's on-site golf professional shall use his/her best efforts to promote and stage golf tournaments, golf camps and golf schools, at a level equal to or greater than current activities, all of which shall be open to the public.

Manager shall not permit any intoxicated person or persons to remain upon the Premises or allow profane, indecent language, or improper, boisterous, or loud conduct to take place in or about the Premises. Upon notice from City, Manager shall promptly attempt to correct such problems.

Except for events beyond Manager's control, Manager shall be required to keep the golf course, locker rooms, lounge, pro shop, restaurant, and related facilities open to the public seven days a week during such hours as is required to adequately serve public demand, but at a minimum, the golf courses, pro shop and locker rooms shall be open daily from sunrise to sunset.

It is the obligation of Manager to ensure the maintenance of all buildings, grounds and facilities on the Premises, including but not limited to landscaping, lighting, parking lot, driveways, walkways, cart paths, fences, kitchen equipment and appliances, air conditioners, heating systems, irrigation and drainage systems.

Maintenance, as used in this Agreement, includes the upkeep of all fixtures, furnishings and equipment that may be provided by City under this Agreement in order to preserve it in efficient, usable, working order for the purpose that it is used, and for its normal usable life expectancy. Maintenance includes, but is not necessarily limited to, periodic servicing, repairs, replacement of parts after breakdown, and such other functions as are necessary to preserve and conserve said furnishings, fixtures, and equipment. Maintenance also includes the replacement of worn out, unrepairable or obsolete furnishings, fixture or equipment.



Maintenance, as used herein, shall not include major repairs to a building due to partial or total destruction of the Premises herein to the extent such repairs are not covered by City's insurance.

Manager shall maintain each item of equipment to a level that, upon termination of this Agreement, the statements contained in Exhibit B are true with respect to same.

Manager shall keep the clubhouse and all its facilities, the course grounds, including restrooms, and the entire remainder of the Premises, clean and sanitary at all times and shall furnish all equipment, services and materials necessary therefore, including trash receptacles of a type and number approved by City for use by the public.

Manager shall not sell or renew any golf club memberships the duration of which exceed one (1) year in length without prior City approval.

Manager acknowledges that Orangebrook is owned by City; therefore, the name of Orangebrook Golf and Country Club and names of the two individual 18-hole courses (East Course and West Course) will remain the same unless changed by City.

Manager shall promptly provide City with copies of all written complaints received relating to Orangebrook Golf and Country Club, along with Manager's responses thereto.

Manager shall ensure that all of its personnel are clean and neat and wear appropriate uniforms as approved by the Director.

Manager or its representative shall meet with the Director or his/her Representative once per month and at such other times as may be required by City regarding Manager's performance under this Agreement to discuss any problems or other matters as determined by City. Manager shall coordinate these meetings. The monthly and yearly status of Gross Revenues and Operating Expenses will be addressed at each of these meetings, and Manager shall make recommendations based on City's need to stay on budget and to maintain the golf courses at acceptable standards.

Except for repair or maintenance of inventory, Manager shall not remove any assets from Orangebrook Golf and Country Club without the prior written approval of the Director.

#### 17. Food and Beverage Service

JCD will provide food and beverage concession services to golfers, tournament groups and visitors of the course during all course operating hours as well as catering and restaurant functions in its banquet facilities. The City considers the food and beverage service a critical factor in the overall operation of the facility. The operation must be at a highly professional level in accordance with similar operations at other quality municipal golf facilities.

JCD will provide a menu that is attractive to golfers and other casual visitors to the course as well as small groups, social gatherings such as weddings and family parties and other catered functions which may be appropriate. Small group dinners, special event menus as well as indoor and/or outdoor service will be provided. Every effort will be made to use fresh produce and prime meats in all restaurant meals. Off site catering may also occur with approval by the City. Sample menus typical of the expected fare are attached as Exhibit D.

JCD shall operate the food and beverage service and make recommendations to City regarding its operation. It is their intent that this be turned into a profit-making (or at least a break-even) operation.

JCD shall allow non-profit community organizations to use the meeting room on the Premises at no cost during normal operating hours; provided, however, that such use does not interfere with Manager's prior commitments for the meeting room and does not involve religious services, and all food and beverage consumed during such use is purchased through Orangebrook's food and beverage service. Any costs for overtime or time outside normal operating hours, including set up or tear down, will be paid for by the community organization.

JCD must obtain all applicable licenses from the State of Florida and the City of Hollywood. The Operator will be allowed to provide to the general public alcoholic beverages for consumption within the confines of the facility. Alcoholic beverage sales are to be restricted within the guidelines established by State and Local agency laws, license agreements and permits. Coordination of all permits conditions and insurance associated with the sale of alcoholic beverage is the sole responsibility of the Operator.

#### 18. Improvements

Manager may make additional improvements or alterations to the Premises with prior written approval of the City Manager, which approval shall not be unreasonably withheld. All improvements or alterations made to the clubhouse and other facilities shall become the property of City although Manager will be responsible for the maintenance thereof during the term of this Agreement. Except as otherwise provided in this Agreement, the cost of any such improvements which are not budgeted is specifically excluded from Operating Expenses.

If City initiates any capital improvements during the term of this Agreement, City shall advise Manager and Manager may provide input regarding same; provided, however, that City shall have the sole discretion to make all decisions concerning the improvements.

#### 19. Marketing and Promotions

Manager shall submit to City staff by December 15, 2006 a detailed Business and Marketing Plan for Orangebrook Golf and Country Club. In addition to golf operations, the Business and Marketing Plan should include provisions for the food and beverage operation which includes banquet services.



20. Management Fee

City shall pay to Manager, on or before the first day of each month, beginning October 1, 2006, a management fee equal to \$7,500.00 per month for the first year of the Agreement. The Management fee shall increase by 4% each October 1<sup>st</sup> of the subsequent four (4) years. A new management fee may be negotiated for any renewal term of the agreement.

21. Subcontracts

Manager shall not subcontract, underlet or sublet the Premises occupied by it or any part thereof, or allow the same to be used or occupied by any other person or for any other use than that specified, nor assign said agreement, without the prior written consent of City, nor transfer, assign, or in any manner convey any of the rights or privileges granted without said prior written consent of City. It is further provided that neither this Agreement nor the rights granted shall be assignable or transferable by any process or proceeding in any court, or by attachment, execution, proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceeding. In the event of Manager's insolvency or bankruptcy, either voluntary or involuntary, City may, at its option, terminate and cancel said agreement, in which event all rights shall immediately cease and terminate and Manager or its representative shall immediately deliver up possession to City. Manager shall remain responsible to City for all obligations to City for periods prior to termination. In addition, City shall be entitled to recover from Manager, his assignee or transferee, jointly and severally, all damages caused to City by an unauthorized assignment or transfer, including a reasonable attorney's fee which City may be required to incur in enforcing its rights under this section.

22. Equal Employment Opportunity

In the management and operation of Orangebrook pursuant to this Agreement, Manager shall not discriminate against any person, employee, or applicant for employment, because of race, creed, color, religion, sex, national origin, ancestry, age or disability.

23. Minority Business & Small Business Enterprise

City is strongly committed to ensuring the participation of certified MBE/SBE Business Enterprises (MBE/SBE) in contract and subcontract opportunities which may become available as the result of this Agreement. Manager shall, in good faith, seek MBE/SBE participation in the numerous components of this Agreement. Manager will be expected to utilize MBE/SBE certified by the City of Hollywood, State of Florida, Broward County, the Broward County School Board or others with similar certification criteria to meet agreed upon participation goals.

24. Damage and Restoration

If the Premises are damaged or destroyed by storm, fire, lightning, earthquake, hurricane or other similar casualty, City may, within a reasonable time after such damage or destruction,

commence to repair, reconstruct, restore or replace City's buildings and shall prosecute the same diligently to complete said buildings, provided that adequate funding is available and is appropriated for such purpose. If City decides not to repair or restore the damage, either party may terminate this Agreement. If City terminates this Agreement as provided in this section, Manager will be paid for services rendered to City's satisfaction, including a management fee on a pro-rated basis, through the date of termination.

25. Facility/Golf Course Audits

City or City's designee may, on a quarterly basis or as frequently as City deems necessary, inspect some or all of the golf courses for purposes of ensuring that Manager is complying with the maintenance specifications contained in this Agreement as well as ensuring that Manager is providing City with well-maintained golf courses. In conducting such an inspection, City or City's designee may complete an operational and/or course audit. If such an audit is done, City shall promptly provide a copy to Manager. City shall act reasonably and in good faith in conducting any such audit.

Any audit performed pursuant to the preceding paragraph shall contain an "acceptable," "needs improvement," or "unacceptable" rating of golf course operations and maintenance components and of Manager's overall performance. If the audit contains an overall rating of "needs improvement" or "unacceptable," City, the general manager and the golf course superintendent (if the "needs improvement" or "unacceptable" rating involves a golf course maintenance issue) shall meet, within one (1) week after Manager receives the audit, to review the corrective actions Manager intends to take in response to the audit and the time schedule for completion of such corrective actions. Upon the parties' reaching agreement on the corrective actions and time schedule (City shall not unreasonably withhold agreement), Manager shall take such actions and shall notify City when completed.

A written report of course conditions will be presented to the City Commission on a regular basis.

26. Termination

The City of Hollywood reserves the right to terminate this agreement with cause effective thirty (30) days from date of written notice. In the event that any of the provisions of the agreement are violated by the JCD, the City of Hollywood may serve written notice upon JCD of its intention to immediately terminate the agreement. Such notice will state the reason(s) for termination of the agreement. Prior to termination, the non-defaulting party shall give written notice of default to the other party, and the other party will have 30 days to correct or cure the default.

Any capital improvements made by Manager will remain City's property according to the provisions of this Agreement without liability to City.



Upon early termination of this Agreement, Manager will be entitled only to the balance of compensation due and owing to Manager on the effective date of termination for services rendered up to that date.

Manager shall surrender and assign any state liquor licenses or other licenses for sale of alcoholic beverages to City immediately upon termination by City.

27. Default

If Manager shall abandon or vacate the Premises before the end of the term of this Agreement, or is otherwise in material default of this Agreement and City elects to terminate this Agreement as provided in Section 26 above, City may, at its option, enter the Premises, by legal process or otherwise, without being liable in any way therefore, and operate the Premises or contract with a third party to operate the Premises. City will be entitled to recover from Manager all damages suffered by City as a result of Manager's default.

28. Severability

If any term of this Agreement, or the application thereof to any person or circumstances, is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and every other term and provision of this Agreement will be deemed valid and enforceable to the maximum extent permitted by law.

29. Entirety of Agreement

This Agreement, together with the City's Request for Proposal No. 4032-06-JE (the RFP) and JCD's response thereto, attached hereto as composite Exhibit C and incorporated herein by reference, along with all Exhibits attached hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties. In the event of a conflict or inconsistency between the provisions of the RFP and JCD's response thereto, the terms of the RFP shall prevail.

30. Notice

All notices required in this Agreement will be sent by hand delivery, certified mail, return receipt requested, or by facsimile followed by next day hand delivery. If sent to City, such notices will be delivered, mailed or faxed to:

City Manager  
City of Hollywood  
2600 Hollywood Boulevard

Hollywood, FL 33020  
(954) 921-3314,

with a copy to the City Attorney at the same address or to (954) 921-3081. If sent to Manager, such notices will be delivered, mailed or faxed to:

JCD Golf of Florida, Inc.  
1300 Park of Commerce, Suite 272  
Delray Beach, FL 33445  
(561) 265-2752.

31. Applicable Law/ Venue

This Agreement will be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the parties' rights under this Agreement shall be held in Broward County Circuit Court.

32. Remedies

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder will preclude any other or further exercise thereof.

33. Miscellaneous

The Director shall have the right to approve or disapprove the hiring or firing of the individuals Manager designates as general manager, golf course superintendent and golf professional/director of golf (regardless of the title by which Manager designates such positions).

For a period of time prior to the commencement of the term of this Agreement, City's Police Department has used a portion of the Premises for parking. During the term of this Agreement, Manager shall allow City's Police Department to continue to use said area for parking.

During the term of this Agreement, if City should close, or authorize Manager to close, any portion of either golf course, the parties shall renegotiate the terms of this Agreement.

Manager shall enforce all policies applicable to the operations at Orangebrook existing on the commencement date of this Agreement and all policies adopted by the City Commission during the term of this Agreement.

During the term of this Agreement, Manager shall use its best efforts and cooperate in good faith with respect to accommodating and working with City on any City projects requiring



use of a portion of the Premises for any public/community project; provided that such use or project will not unreasonably interfere with Manager's ability to operate the Premises for their intended purpose.

Waiver of any violation of a condition or covenant contained in this Agreement by either party will not be deemed to imply or constitute a waiver of any other violation of said condition or covenant.

Time is of the essence of this Agreement.

City hereby designates the City Manager and his/her designees, the Director of Parks, Recreation and Cultural Arts and the Contract Administrator, as City's Representative for purposes of administering this Agreement and Manager's compliance with same and for communicating with Manager's representative.

Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Manager, to solicit to secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Manager, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Violation of this paragraph will constitute a material default by Manager entitling City to its rights and remedies hereunder.

All of the services required hereunder will be performed by Manager or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted by law to perform such services. Manager represents, covenants, and warrants that all services will be performed by skilled and competent on-site management and operations personnel to the highest professional standards in the applicable field.

Manager's representatives in charge of Manager's day-to-day operations of the Premises will be Sharon Painter, who is currently Manager's Chief Executive Officer and Cynthia Doll, who is currently Manager's Vice-President. One of Manager's representatives or Manager's General Manager will be always available to handle emergencies, provide extra support to staff and be visible to customers.

Any changes or substitutions in Manager's representative(s) must be made known to the Contract Administrator, and written approval must be granted by the Contract Administrator before said change or substitution can become effective.

Manager shall not in any manner encumber or cause to be encumbered any property, whether real or personal, which is, or is intended by this Agreement to become, the property of City upon expiration or termination of this Agreement.

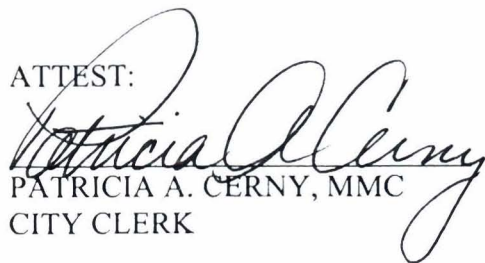
Upon termination or expiration of this agreement, Manager may remove any of its property from the premises except that which have become fixtures. City's property shall be left in as near the original condition as possible.

(this space intentionally left blank)

(MANAGEMENT AGREEMENT FOR ORANGEBROOK GOLF AND COUNTRY CLUB)

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

  
PATRICIA A. CERNY, MMC  
CITY CLERK

CITY OF HOLLYWOOD, FLORIDA, a municipal  
corporation

By   
MARA GIULIANTI, MAYOR



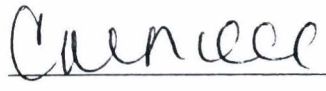

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

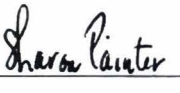

Approved as to Form and Legality  
for the Use and Reliance of the City  
of Hollywood, Florida only.

  
\_\_\_\_\_  
DANIEL L. ABBOTT  
CITY ATTORNEY *du*

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

JCD GOLF OF FLORIDA, INC.,  
d/b/a JCD SPORTS GROUP

By   
\_\_\_\_\_  
  
\_\_\_\_\_  
(Name typed, printed or stamped)

**Exhibit A**

**ORANGEBROOK GOLF COURSE**

The certain parcels of land in the County of Broward, State of Florida, described as follows;

NE ¼ of Section 20-51-42 less the W ½ of the SW ¼ of the SW ¼ of the NE ¼ and less Seaboard All Florida Railroad Right of Way.

SE ¼ of Section 17-51-42 less that part of said tracts of land platted as Blocks 21, 22, 23, 24, 25, 26 and 27 as shown by the Plat of the "Central Golf Section of Hollywood" as recorded in Plat Book 9, Page 44 of the Public Records of Broward County, Florida; and less the Right of Way of Calle Largo, Van Buren Street, Harrison Street and Entrada Street adjacent to said blocks;

And less the North 345 feet of the West 652.64 feet of said SE ¼ of Section 17-51-42

And less that Portion leased to the Hollywood Garden Club

And less that Portion conveyed to the Greater Hollywood Junior Chamber of Commerce as recorded in O.R. Book 3307, Page 142 of the Public Records of Broward County, Florida;

Subject to the following easements;

Road Easement to the Greater Hollywood Junior Chamber of Commerce as recorded in O.R. Book 3347, Page 601 of the Public Records of Broward County Florida.

Drainage and Flowage easement to the State of Florida Department of Transportation as recorded in O.R. Book 21091, Page 315 of the Public Records of Broward County, Florida.

Utility Easement to Florida Power and Light Company as recorded in O.R. Book 26249, Page 630 of the Public Records of Broward County, Florida.

Utility Easement to Florida Power and Light Company as recorded in O.R. Book 9981, Page 875 of the Public Records of Broward County, Florida.

Drainage Easement to MIG/Hollywood Development, LTD, as recorded in O.R. Book 23775, Page 718 of the Public Records of Broward County, Florida.



## EXHIBIT B

### Condition of Leased Equipment at Turn in to Lessor

- (A) All safety equipment must be in place and meet applicable federal, state and other governmental standards.
- (B) All covers and guards must be in place with no sheet metal, plastic or cowling damage.
- (C) All parts, pieces, components and optional equipment must be present, installed and operational.
- (D) All accessories that accompany units shall be returned in proper order.
- (E) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
- (F) All electronic controls shall operate per manufacturer's specifications. Controls, which bypass normal operations, shall be repaired at Lessee's expense.
- (G) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
- (H) All batteries shall be in good, safe operating conditions with no dead cells or cracked cases. Batteries shall hold a charge and provide adequate power to operate the equipment.
- (I) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure and without repair patches.
- (J) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
- (K) All equipment must have a relatively clean appearance.
- (L) All equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operation/maintenance manual furnished with each item of equipment.
- (M) All equipment shall be free from structural damage or bent frames.
- (N) All equipment attachments, if any, must be in good operating condition.
- (O) All hydraulic cylinders must not be bent, nicked, gouged or leaking.

Further, each item of Equipment must be able to complete the following tests:

- (A) Operate normally in forward and reverse directions through all its speed ranges or gears.
- (B) Steer normally right and left in both forward and reverse.
- (C) Have all functions and controls work in normal manner.
- (D) Be able to stop with its service brakes in a safe distance in both forward and reverse.
- (E) Operate without leaking any fluids.
- (F) Perform its designed functions in a satisfactory manner.
- (G) All cutting units lower, turn on, run, raise and shut off as they are designed to do.

# Exhibit D

## DELRAY BEACH GOLF CLUB

### Delray Deli Sandwich

Roast turkey breast, roast beef, corned beef, solid white tuna, baked ham, chicken salad, or homemade egg salad.

**\$6.95**

Cup of soup & ½ sandwich.

**\$5.95**

### Half Pound Hamburger

Seasoned lean ground beef grilled or order. Served on a toasted Kaiser roll with lettuce, tomato and onion

**\$6.95/add cheese \$.75**

### Tuna Melt

Solid white meat tuna salad served open face with Swiss or American cheese and vine ripe tomato on your choice of bread.

**\$6.95**

### The All American Grilled Cheese Sandwich

Choice of American, Cheddar or Swiss cheese grilled with bacon and tomato on choice of bread.

**\$5.95**

**Bacon, Lettuce, Tomato** Served on toasted white bread with choice of sides.

**\$5.95**

### Triple Decker Club

Classic triple deck sandwich made with roast turkey breast, crisp bacon, baked ham, lettuce and tomato on toasted bread of your choice.

**\$7.95**

### Classic Rueben

Thin sliced corned beef grilled with Swiss cheese, thousand island dressing and sauerkraut on seeded rye bread.

**\$6.95**

### Grilled Chicken Sandwich

Garlic and herb marinated chicken breast grilled and served on a toasted Kaiser roll with lettuce, tomato and onion.

**\$6.95**

### Grilled Ham and Cheese

Deli ham and cheese with choice of American, Swiss, or Cheddar cheese grilled on your choice of bread.

**\$6.95**

### Chicken Fingers

Served golden brown with French fries and honey mustard or BBQ sauce.

**\$6.95**

## Specialties

### Grilled Chicken Quesadilla

Boneless breast of chicken grilled with mozzarella and Cheddar cheese. Served with traditional salsa, sour cream, guacamole and sliced jalapeno peppers.

**\$7.95**

### Porta Burger

Our ½ pound black angus burger mixed with chopped Portobello mushrooms, roasted red peppers and scallions, served on a fresh Kaiser roll. Add cheese \$.75

**\$7.50**

### Cuban Sandwich

Thinly sliced roast pork loin, baked ham, Swiss cheese, sliced pickles and yellow mustard, grilled on an authentic Cuban roll.

**\$6.95**

### Monte Melt

Thinly sliced turkey, avocado, tomato, bacon and Cheddar cheese, grilled on Challah bread.

**\$7.95**

### Fish Sandwich of the Day

Served on a toasted Kaiser roll with lettuce, tomato and onion. Served with tartar sauce.

**\$7.95**

*All sandwiches are served on choice of white, wheat or seeded rye bread with a choice of French fries, coleslaw or potato salad.*

*"consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase the consumer's risk of food borne illness. 3-603.11 fe"*



# **Exhibit D**

## **DELRAY BEACH GOLF CLUB**

**Soup of the Day**  
**Cup.... 2.25    Bowl....2.95**

**Garden Salad**  
Garden fresh lettuce tossed with shredded carrots, tomato, cucumber, red onion, ripe olives and alfalfa sprouts.  
**Small...2.95                      Large....4.50**

**Trio Salad**  
Homemade tuna, chicken and egg salad on a bed of mixed greens with fresh vegetable garnish. Choice of dressing.  
**7.95**  
Substitute tuna or chicken for egg salad.  
**.95 each**

**Caesar Salad**  
Crisp romaine leaves tossed with croutons, parmesan cheese, cracked black pepper and our house Caesar dressing  
**6.95**  
with grilled chicken...**7.95** with grilled shrimp...**8.95**

**Small Caesar Salad ...5.25**  
with grilled chicken **6.25** with grilled shrimp **7.25**

**Thai Chicken Salad**  
Thai ginger and chili marinated chicken breast grilled, chilled and sliced tossed with julienne of snow peas, red and yellow bell peppers, red onions and carrots. Placed atop a bed of mixed greens with bean sprouts, sesame seeds, peanuts and fried wonton slivers.  
Served with a Thai peanut dressing.  
**8.25 / Small 6.50**

**Cobb Salad**  
Traditional Cobb salad of mixed greens, topped with grilled boneless breast of Chicken, bacon bits, tomato, hard boiled egg and Gorgonzola cheese.  
**7.50/ Small 5.50**

**Greek Salad**  
Mixed Greens, tomato, cucumber, red onion, red peppers, Kalamata olives, feta cheese and pepperocinis tossed together in a Greek feta dressing.  
**7.95 / Small 5.95**  
with marinated grilled chicken ...**8.95 /Small 6.95**

**Fresh Fruit Platter**  
Sliced pineapple and melon, with strawberries and grapes, served with choice of yogurt or cottage cheese and low fat banana bread.  
**\$7.95**

***All sandwiches are served on choice of white, wheat or seeded rye bread with a choice of French fries, coleslaw or potato salad.***

*"consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase the consumer's risk of food borne illness. 3-603.11.f"*

RESOLUTION NO. R-2006-282

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RANKING THE TOP TWO FIRMS TO PROVIDE MANAGEMENT SERVICES FOR ORANGEBROOK GOLF AND COUNTRY CLUB AND FURTHER AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE HIGHEST RANKED FIRM AND THE CITY OF HOLLYWOOD IN AN ESTIMATED ANNUAL AMOUNT OF \$90,000.00.

WHEREAS, the Department of Parks, Recreation and Cultural Arts is requesting management services for the operating of Orangebrook Golf and Country Club; and

WHEREAS, on January 11, 2006, via Resolution number R-2006-19, the City Commission approved an eight (8) month temporary agreement for the operation of Orangebrook Golf Course and related facilities with JCD Golf of Florida, Inc. d/b/a/ JCD Sports Group; and

WHEREAS, the temporary agreement was also established to give staff enough time to prepare an RFP for golf management service for Orangebrook Golf and Country Club; and

WHEREAS, on June 6, 2006, Notices of the RFP-4032-06-JE were mailed and the RFP was advertised on-line via the City's website and DemandStar in accordance with the City's Purchasing Ordinance; and

WHEREAS, on Thursday, July 6, 2006 the RFP was opened and resulted in responses from six (6) firms:

* Bill Casper Golf	Vienna, Virginia
* Classic Golf Management	Woodstock, Georgia
* Golf Strategies, LLC	Safety Harbor, Florida
* Guidant Management Group	Wellington, Florida
* JCD Sports Group	Delray Beach, Florida
* Kempersports Management	Northbrook, Illinois

; and



WHEREAS, evaluation of the proposals was based upon the criteria as established in the RFP: Understanding of the Project, Organization of the Firm, Experience and Qualifications, Ability to Perform/Management Plan and Qualified Local MBE/SBE Participation; and

WHEREAS, the RFP specified that all vendors were required to submit documentation of their good faith efforts to maximize the opportunity of participation by qualified local MBE and SBE companies; and

WHEREAS, the City's Business Development Director reviewed and evaluated all six (6) proposals received and has determined that the following two (2) proposals were not responsive to the Local MBE/SBE Program criteria and their proposals were rejected from the procurement process: Classic Golf Management and Golf Strategies, LLC; and

WHEREAS, Classic Golf Management and Golf Strategies, LLC requested administrative reconsideration pursuant to Section 38.92(L) of the City of Hollywood Code of Ordinances; and

WHEREAS, upon final results of the administrative hearing, held on July 24, 2006, Classic Golf Management and Golf Strategies, LLC were disqualified from the procurement process; and

WHEREAS, the proposals received from Bill Casper Golf, Guidant Management Group, JDC Sports Group, and Kempersports Management have been determined to be responsive to the Local MBE/SBE Program; and

WHEREAS, the remaining proposals were evaluated by an Evaluation Committee consisting of the following: the Director of Parks, Recreation and Cultural Arts; the Assistant Director of Parks, Recreation and Cultural Arts; Golf Contract Manager, Budget Officer and the Director of Parks and Recreation from the City of Plantation; and

WHEREAS, the remaining four firms were invited to make oral presentations before the Evaluation Committee, after which the final evaluations were completed; and

WHEREAS, the resultant scores were compiled to arrive at the following rankings, lowest score, first choice to fourth choice:

- JCD Sports Group 6.0
- Guidant Management Group 9.0
- Kempersports Management 15.0
- Billy Casper Golf Management 20.0

; and

WHEREAS, the Evaluation Committee decided to shortlist to the top three (3) firms, whereby Billy Casper Golf Management was excluded from the final rankings; and

WHEREAS, after the evaluation of RFP responses, and oral presentations, the Evaluation Committee recommends JCD Sports Group to provide management services for Orangebrook Golf and Country Club for a five (5) year period with an option to renew for an additional five (5) year term; and

WHEREAS, the proposal submitted by JCD Sports Group includes a payment of Ninety Thousand Dollars (\$90,000.00) per year as an annual management fee with a four percent (4%) increase each year; and

WHEREAS, funding for this agreement is available in the FY07 budget in the Contractual Services for Reimbursement of Golf Hollywood, Account Number 44.3101.00000.572.003117;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby ranks the finalist to contract for Management Services at Orangebrook Golf and Country Club as follows:

1. JCD Sports Group
2. Guidant Management Group

Section 2: That it hereby approves and authorizes the negotiation and execution, by the appropriate City Officials, of an agreement between the highest ranked firm and the City of Hollywood, embodying the terms and conditions approved by the City Commission this date, in a form acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: If an agreement cannot be reached with the highest ranked firm, the City Manager or his designee is authorized to negotiate and execute with the next highest ranked firm until a successful agreement is reached, if any.



RESOLUTION AUTHORIZING TO NEGOTIATE AND EXECUTE AN AGREEMENT  
WITH THE HIGHEST RANKED FIRM TO PROVIDE MANAGEMENT SERVICES AT  
ORANGEBROOK GOLF AND COUNTRY CLUB

Section 4: That this resolution shall be in full force and effect immediately  
upon its passage and adoption.

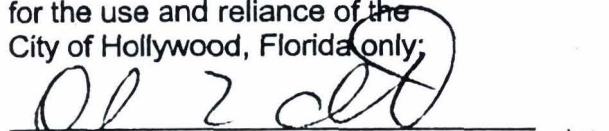

PASSED AND ADOPTED this 6 day of Sept, 2006.

  
MARA GIULIANTI, MAYOR

ATTEST:

  
PATRICIA A. CERNY, MMC  
CITY CLERK

APPROVED AS TO FORM & LEGALITY  
for the use and reliance of the  
City of Hollywood, Florida only;

  
DANIEL L. ABBOTT, CITY ATTORNEY 



# CITY of HOLLYWOOD, FLORIDA

## DEPARTMENT OF PARKS, RECREATION AND CULTURAL ARTS

1405 South 28<sup>th</sup> Avenue • Hollywood, Florida 33020

Phone 954-921-3404 • Fax 954-921-3572 • [www.hollywoodfl.org](http://www.hollywoodfl.org)

Jack Mathison  
Interim Director

April 26, 2007

Sharon Painter  
JCD Golf of Florida, Inc.,  
d/b/a JCD Sports Group  
Orangebrook Golf & Country Club  
450 Entrada Drive  
Hollywood, FL 33020

5 yr agreement  
10/01/06 -  
9/30/2011  
Renewed for  
5 years

Dear Ms. Painter:

Enclosed you will find a fully executed Management Agreement between the City of Hollywood and JCD Golf of Florida, Inc., for the operation of Orangebrook Golf and Country Club. As you know this agreement was approved by the Hollywood City Commission at its September 6, 2006 regular meeting. If you have any questions please do not hesitate to contact Doug Preston, Golf Contract Operations Manager at (954)967-4665.

Sincerely,

Bibi Low  
Administrative Assistant II

W/Enclosure

C: Doug Preston, Golf Contract Operations Manager

Our Mission: Through strong and dedicated leadership we provide quality parks and recreation services that are affordable,  
Innovative and responsive to our diverse community. .

"An Equal Opportunity and Service Provider Agency"